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CURRENT TOPICS.

THE FOLLOWING is the list of new King's Counsel with dates of call to the bar: Mr. HERBERT ELIOT ORMEROD, 1855 (South-Eastern Circuit); Mr. SAMUEL HILL SMITH LOFTHOUSE, 1869 (North-Eastern Circuit); Sir JOHN RAHERE PAGET, Bart., 1873 (South-Eastern Circuit); Mr. WILLIAM PERCIVAL GRATWICKE BOXALL, 1873 (South-Eastern Circuit); Mr. JOHN GILBERT KOTZE, 1874; Mr. ARTHUR POWELL, 1877 (Oxford Circuit); Mr. ERNEST MOON, 1878 (Northern Circuit and Parliamentary Bar); Mr. CHARLES MONTAGUE LUSH, 1879 (North-Eastern Circuit); Mr. ROBERT ARTHUR GERMAINE, 1882 (Oxford Circuit); Mr. FRANK GORE-BROWN, 1883 (South-Eastern Circuit); Mr. STANLEY OWEN BUCKMASTER, 1884 (Chancery Bar); Mr. DUDLEY STEWART-SMITH, 1886 (Chancery Bar); Mr. FREDERICK LOW, 1890 (South-Eastern Circuit).

THE HILARY SITTINGS of the Court of Appeal have just terminated, and it may be worth while to compare the progress which it has made with its list with the progress made by the same court in the early years of its existence. In an article written in the year 1878 we read these words: "The Court of Appeal has been making steady progress with its lists, and it is now certain that the Division sitting at Westminster will have disposed of the appeals in the lists published for Hilary Sittings before BRAMWELL, L.J., and BRETT, L.J., are called away for the business of circuit." These words inform us, first, that the Common Law Division of the Court of Appeal was able, some time before the beginning of the Easter Vacation, to clear off the list of appeals which were published at the commencement of the Hilary Sittings; secondly, that this work was achieved by judges who were from time to time taken from their regular labours in order to go circuit. Things are very much changed at the present day. The judges of the Court of Appeal no longer go circuit, but the same division of the Court of Appeal cannot get through half the

work assigned to it at the commencement of the Hilary Sittings. It is true that a large addition has been made to the business assigned to the judges. New trials, employer and workmen compensation cases, appeals on points of practice, have been added to the list, and there is a decided increase in the number of revenue cases. But, whatever may be the cause of the existing delay, it has become so serious as to attract the attention of the whole profession. The suggestion most frequently made is that additional judges should be provided, so that a third court might be available to assist in the reduction of the list of appeals.

We do not propose at present to discuss any of the objections to this proposal, but we have on several occasions been led to consider whether the time of the court could be spent in a more orderly and methodical manner. In a number of the appeals there is no authentic record of the facts of the case, and each judge has to ascertain them from the statements of counsel or from the answers of counsel to the questions put to them by the bench. The judges may finally come to the conclusion that they have mastered the facts sufficiently to enable them to deliver an oral judgment; but if the case is one of difficulty, and they desire to consider it upon another day, they run the risk of forgetting something which they have had no opportunity of committing to writing. The practice of the Supreme Court of the United States in the hearing of arguments has no resemblance to that of the English Court of Appeal. The American court sits five days in each week from 12 to 4 p.m. Everything placed before them is in print, both records and briefs, each justice having a copy. On Saturday the judges meet for consultation, when each case argued during the week is discussed. When the discussion is at an end, the roll is called and a vote taken. On Saturday night the Chief Justice, to whom is assigned the duty of distributing the cases among the justices, sends round a slip which shews what cases are assigned to each justice in order that he may write the opinion of the court. This opinion, when written, is printed; copies are furnished to each judge, and after it has been revised by them, it is delivered as the judgment of the court. This system may at first sight seem to err on the side of formality, but we are disposed to think that something like it would in many cases promote the dispatch of business in the English court. It must also be remembered that in all the American courts of appeal it is the practice to limit the time allowed to each counsel for his argument.

An interesting question, which has been much discussed by writers on international law, but which has not hitherto been adjudicated upon by the courts, was decided, by Kekewich, J., in the recent case of *Re Barnett's Trusts*. The facts were extremely simple. A fund in court belonged to a domiciled Austrian who died at Vienna intestate, without heirs or next-of-kin, and the question arose who was entitled to the fund. The Crown claimed it as *bona vacantia*. The Austrian Government also claimed it, on a similar ground, as being, according to the law of Austria, confiscated to the State as heirless property. The case was most elaborately argued, and the opinions of English, French, German, and Dutch writers on international law were referred to, especially Voet, Fœlix, and Bar. But the short point was whether the maxim *mobilia sequuntur personam* applied—that is, whether the law of the country of domicil governed the destination of the property. Kekewich, J., held that the maxim in question only applied to the succession and distribution of moveables, but here the court was dealing with a case where there was no distribution at all. The Crown was not claiming through the *persona*, but was claiming the *glans caduca*—the acorn on the ground and not on the tree, and took the property as *bona vacantia*. The decision, if we may say so, appears to be sound. It is obvious that some limit must be placed to the application of the above-mentioned maxim. The contention on the part of the Austrian Government that its application is unlimited and without exception, is clearly fallacious. The maxim is merely a rule of distribution and cannot properly be held to displace sovereign rights. Further, the foundation of international law is reciprocity, and it may be taken as certain that no foreign government under similar circumstances would part with money under its control. If possession is not nine points of the law, it does in many cases confer an advantage on the possessor, and this is just one of those cases where such advantage may be rightly insisted upon.

The Court of Appeal have affirmed in *Whitbread & Co.* v. *Watt* (*Times*, 24th inst.) the decision of Farwell, J., on the right of a purchaser of land, when the contract has gone off without default on his part, to a lien upon the land for the money he has paid as deposit. That there is a purchaser's lien corresponding to the more familiar vendor's lien was recognized by Kindersley, V.C., in *Wythes* v. *Lee* (3 Drew., at p. 403). "When a contract . . . goes off," said the Vice-Chancellor, "it appears to me that in principle and justice the equity of a purchaser to a lien on the estate ought to stand on as good a footing as the lien of the vendor after conveyance." It is true that the vendor conveys only on the footing that he shall receive the purchase-money, and this understanding may be supposed to furnish a basis for the lien. But just as the vendor has the legal estate prior to conveyance, so the purchaser has the equitable estate immediately upon the contract, and though the equitable estate, so far as it rests on contract merely, is divested when the contract comes to an end, yet so far as it is supported by actual payment by the purchaser, it may well continue to exist in the form of a lien for the return of the money paid. This is substantially the principle underlying the decision of the House of Lords in *Rose* v. *Watson* (12 W. R. 585, 10 H. L. Cas. 672), where it was pointed out that upon a payment on account of purchase-money the vendor becomes, to the extent of such payment, finally a trustee for the purchaser. Hence in that case, where the purchaser had paid a deposit and made payments of interest on the balance of the purchase-money, and then properly declined to complete, it was held that he had a lien for the sums so paid, and that he could enforce the lien against mortgagees who had taken with notice of the contract. In the present case the plaintiffs, who were the purchasers of a freehold plot upon a building estate, and who had paid a deposit of £200, were under the contract not bound to complete until 300 houses were built, with the right, if so many were not built in two years, to cancel the contract. The houses were not built and the plaintiffs cancelled the contract. In the meantime the land had passed into the hands of the defendant, who took with notice of the contract. It followed, as Farwell, J., and the Court of Appeal have held, that it was subject as against him to a lien in favour of the plaintiffs for the return of the deposit.

In the case of *The Ground-Rent Development Co.* v. *West* (reported elsewhere) Mr. Justice Kekewich had to consider recently the effect of section 84 of the Land Transfer Act, 1875, with respect to conditions imposed on registered land. The section provides that, on the registration of land, conditions may be registered relating to building or user, and any other conditions capable of running with the land, and all transferees will then take with notice of the conditions. But there is added the proviso that "any such condition may be modified or discharged by order of the court, on proof to the satisfaction of the court that such modification will be beneficial to the persons principally interested in the enforcement of such condition." Now everyone is familiar with the difficulties which arise when it is sought to vary or get rid of conditions which have been imposed on land in the ordinary course of conveyancing. In the case of a building estate there will be a large number of owners who are entitled to enforce the restriction, and though, where no real objection exists, it may be safe to rely on the good nature or the indifference of the majority, yet there will probably be a certain number whose consent cannot be obtained without undue expense. The words of the proviso to section 84 seem to imply that it was intended to confer on the court some special power to deal with such cases in respect of registered land. It is to be sufficient to prove to the court that the proposed modification will be beneficial to the persons *principally interested*. In the case before Kekewich, J., the registered conditions required that houses built for the working classes should be of a certain

size, which in practice was found to permit of subletting. It was desired to diminish the size and so encourage sole occupation. With this object the learned judge seems to have sympathized, and he intimated that he agreed with the view that the change would be beneficial, but under the section it had to be proved that the change would be beneficial "to the persons principally interested," and he found it impossible to give these words an intelligible meaning. In the result he thought that all persons who had taken with notice of the conditions were persons principally interested, and he required that their consent should be obtained. Upon this construction the section gives no special facilities for modifying building or other conditions, and the application to the court seems to be simply a source of additional expense.

MUSIC PIRACY is so rampant that questions have been asked in both Houses of Parliament as to the illegal sale by hawkers in the streets and elsewhere of copyright music, the owners of which allege that they are unable to obtain redress under the existing law. The grievance, which appears to be a very serious one, is, not only that no remedy whatever is afforded by the intricate and clumsy provisions of the Musical Copyright Act of 1882, but that under the natural circumstances of this kind of piracy the expensive course of an action for injunction and damages is practically useless. The offending parties are the printer, the distributor, and the street hawker, none of whom is, as a rule, "worth powder and shot." Their methods are as shifting as their places of business, and the guerilla warfare by which alone repressive measures could be made successful is of a kind that it is unreasonable to expect respectable firms of musical publishers to undertake. Meanwhile, a vast number of copies of "sheets of music," which are entitled to protection under the existing system of copyright, are being sold at 2d. a piece, instead of the normal 1s. 4d. which is usually charged for a 2s. song or air. The Lord Chancellor is reported to have said in the House of Lords, on the 14th inst., that he admitted the grievance and recognized the inadequacy of the present remedies. But he added that it was "a strong thing to attempt to make an invasion of a civil right the subject of criminal proceedings, or to give police-constables a general authority to arrest hawkers and seize their copies of songs." It may be pointed out, however, that a remedy was proposed by Lord MONKSWELL's much-delayed Copyright Bill, which, we believe, was drafted with the aid of Lord THRING. Clause 26 authorizes the searching for pirated copies, and clause 27 proposes to enact that "If any person shall hawk, carry about, sell, or offer for sale, any unlawful copy of any work the subject of copyright, every such pirated copy may be seized by any constable, without warrant, on the request in writing of the apparent owner of the copyright in such work or of his agent thereto authorized in writing, and at the risk of such owner. On seizure of any such copies, they shall be conveyed by such constable before a court of summary jurisdiction, which, on proof that they are infringements of copyright, may order that they shall be forfeited or destroyed, or otherwise dealt with as the court may think fit." Lord MONKSWELL has now introduced a short Bill, providing that any person printing, selling, distributing, or importing a pirated musical work shall be liable to a penalty of £5 a copy up to a *maximum* of £50, and authorizing the search for and summary seizure of the goods from hawkers in the manner above referred to.

THE CASE of *Anderson* v. *Reid*, decided by a Divisional Court last week, raised a somewhat novel point; and the decision itself is by no means a satisfactory one. It was an appeal from the stipendiary magistrate of Middlesborough, who dismissed an information by the appellant, an officer of customs, against the respondent for obstructing him in searching a ship. It was given in evidence that the appellant had searched the ship all over on several occasions within a short time and found nothing. He again proceeded to search the ship, and the respondent, who was the captain of the vessel, stopped him, and refused to allow him to search further. Accordingly, the appellant took proceedings against the captain under section 12 (5) of the Customs and Inland Revenue Act, 1881, which provides that any person is guilty of an offence under the Act who "obstructs any officer of customs in searching" a ship within a port in the United Kingdom. In cross-examination the officer admitted that he had no suspicion that anything dutiable was concealed, and that he had no grounds for any such suspicion. The magistrate found as a fact that the repeated rummaging of the ship was most unreasonable; that the officer was not obstructed in doing what he had any reason to believe was his duty, and that his conduct was an abuse of his powers. Before the High Court the respondent was, unfortunately, not represented. The Attorney-General, on behalf of the appellant, argued that the magistrate had no jurisdiction to inquire whether the officer acted reasonably or not. He pointed out that there is no condition in section 12 that the officer should have reasonable ground for suspicion in searching a ship, while it is expressly provided that an officer can only search a person if he has good reason to suppose that he is carrying prohibited goods. He also pointed out that, by section 203 of the Customs Laws Consolidation Act, 1876, power is given to stop and examine a cart "upon reasonable suspicion"; and by section 205 of the same Act a house may be searched if there is "reasonable cause to suspect" that smuggled goods are concealed therein. The court accepted the view of the Attorney-General, and held that there was no preliminary question of reasonableness; that there was a search and the officer was obstructed; therefore an offence had been committed. The case was, therefore, remitted to the magistrate. With all respect to the judges who decided this question, we cannot think their decision is sound. True, a customs' officer should have power to search a ship, whether he has suspicion or not. It is necessary that he should have such power or smuggling would be a much safer pursuit than it is at present. But when a place has already been thoroughly searched and nothing suspicious has happened since, it can hardly be called a "search" to again go over the same ground. It does not seem to be a question of whether or not there was good cause for searching, but whether it was in fact a *bonâ fide* search, and it is submitted that the magistrate was right in dealing with this question. An officer has undoubtedly the right to search a ship with an open mind, although he has no ground for suspicion, but it should only be done with a real intention of finding out what is on board. If a search is prolonged vexatiously or unreasonably, it ceases to be a *bonâ fide* search. Every protection should be afforded by the law to customs' officers in the execution of their duties, but the officers of ships should also be protected from the abuse of the right of search.

THE EXTENT of the estate or interest of a local authority in the soil of a street vested in them has been the subject of much discussion in recent years, and the decision of FARWELL, J., last week in *Finchley Electric Light Co.* v. *Finchley Urban District Council*, although it depends upon the somewhat unusual circumstances of that case, has an important bearing, upon the subject. As a general rule, the title of a local authority to the street is wholly dependent upon statutory provisions, such as section 149 of the Public Health Act, 1875, which enacts that all streets being or becoming highways repairable by the inhabitants at large "and the pavements, stones, and other materials thereof . . . shall vest in and be under the control of the urban authority": a similar provision as to the vesting of a main road in the county council is contained in section 11 of the Local Government Act, 1888. The effect of these provisions was minutely considered by the House of Lords in *Mayor, &c., of Tunbridge Wells* v. *Baird* (1896, A. C. 434, 438), the decision being that the vesting is of "the street, *qua* street, and so much of the actual soil of the street as may be necessary for the purpose of preserving and maintaining and using it as a street." Since this decision it has been impossible to contend, in cases where the estate of the local authority is derived only from such a vesting clause, that they can claim the same estate *usque ad inferos* and *usque ad coelum* which is acquired by a purchaser on taking a conveyance in fee simple. In the *Finchley case* the defendants claimed an ordinary fee simple estate, and their claim rested on more than the statutory right. The land forming the street in question had been purchased by turnpike trustees under the powers of a special Act of Geo. 4,

which enabled them to purchase land in fee simple, and it was so conveyed to them in the year 1828. It was "disturnpiked" in 1872, and thus became a "main road" under the Highways, &c., Act, 1878. Section 149 of the Act of 1875 thus operated upon a street which had not merely been dedicated to the use of the public and taken over by the parish or urban authority, but had been actually conveyed in fee simple. FARWELL, J., held that the effect of its operation was to transfer the fee simple from the turnpike trustees to the urban authority. Although the road was a main road, the estate of the urban authority did not in this case pass to the county council, the former having made a claim to retain the road under section 11 of the Local Government Act, 1888. The important difference between the acquisition of the entire fee simple and the holding of such an estate only as is mentioned in the *Tunbridge Wells case* is apparent from the result of the *Finchley case*, in which the defendants (being owners *usque ad coelum*) were held to have been justified in cutting the overhead electric wires of the plaintiffs where they crossed the street. This decision will, it appears, apply to cases (which are not uncommon) where the local authority has purchased the fee simple of strips of land along the sides of an existing street, and has thrown them into the highway so as to widen it.

THE COURT of Appeal in *Skene* v. *Cook* (*ante*, p. 356) have affirmed the judgment of the Divisional Court (CHANNELL and BUCKNILL, JJ.) (1901, 2 K. B. 7) upon an interesting point arising on the bar to the recovery of "rent" under section 1 of the Real Property Limitation Act, 1874. Under section 123 of the Land Tax Redemption Act, 1802, a person having a partial interest in land (not being an estate of inheritance) who redeems the land tax is entitled to a charge on the land for the amount paid for redemption and also for a yearly sum by way of interest equal to the land tax redeemed. This yearly sum, it is enacted, is recoverable by action or distress, but there is no express provision for compelling payment of the principal, although the landowner may be required to receive it at any time. Under these circumstances it was argued in *Skene* v. *Cook*, where the annual sum had not been paid for over twelve years, that it was not "rent" within section 1 of the Real Property Limitation Act, 1874, but interest, and therefore, so long as the principal remained due, only subject to a limitation on the amount of arrears recoverable; and that the principal, though a sum charged on land, was not liable to be barred under section 8, since no action could be brought to enforce payment. The words of the Act of 1833, however, which define "rent" are very wide; they include "all periodical sums of money charged upon or payable out of any land"; and although in the well-known case of *Grant* v. *Ellis* (9 M. & W. 113) it was held, upon special grounds, that a conventional rent reserved on a lease was not included, yet the tendency has been to make the words cover all other annual payments charged on or payable out of land. In the present case the Court of Appeal supported the Divisional Court in holding that the annual payments were "rent" for the purposes of these Acts and were therefore irrecoverable after non-payment for twelve years; while COLLINS, M.R., intimated that, even if this were not so, the principal sum was liable to be barred under section 8 of the Act of 1874, and the annual sum with it. Although no remedy for the principal sum was expressly given, yet, since it was a charge on the land, the usual equitable remedies in regard to a charge attached. It is not clear, however, when such remedies would become enforceable, and the former ground of decision seems the safer.

IN A PAPER read by Mr. WALTER C. WILLIAMS, solicitor, a few days ago, at the meeting of the Society of Architects, the author contended that the right to light given by section 3 of the Prescription Act had no foundation in natural justice or expediency, and that there was no reason why the owner of land, when preparing to build, should not be required to make provision over his own land, or over the public way, for the light to any building which he might erect. If the owner would not provide an open space on his own land to light his building, why should a neighbour be required to provide it for him? This argument was supported by a reference to the law of different foreign States which refuses the protection to ancient lights which is granted in this country. And it may be added that Lord CRANWORTH, L.C., in 1866, in *Yates* v. *Jack* (L. R. 1 Ch. App. 295) regretted the abolition by the Act of a local custom in the City of London which permitted the owner of a house in any street to raise it to whatever height he might think fit. The Lord Chancellor alluded to the growing necessity for lofty buildings, as shewn by the great multiplication of them in all parts of the metropolis. But this multiplication of lofty buildings is causing anxiety to many persons who cannot think that they provide sufficient light and air for the health and comfort of those who occupy them. The present law affords some check against their extension, and if this check did not exist, it might have to be provided by the Legislature.

LIMITATION OF TIME FOR RECOVERY OF PAVING EXPENSES UNDER THE PUBLIC HEALTH ACTS.

BOTH historically and practically the decision of the Court of Appeal last week in *The Mayor and Corporation of Blackburn* v. *Sanderson* (*Times*, 18th inst.) is of considerable interest and importance to those concerned in Local Government questions, and that, it will be admitted, is a large category of persons, both lay and professional. The actual decision, it is true, turned upon certain special provisions of a local Act—the Blackburn Improvement Act, 1882—but its effect will undoubtedly be felt outside the special case, and be relied on in cases under the Public Health Acts generally.

To fully understand the point raised by the *Blackburn case*—that is, what period of limitation applies to a claim of a local authority to be reimbursed paving expenses which it has incurred by the exercise of its statutory power to do the work itself in default of its being done by the owner—it will be helpful to glance at the historical side of the matter in order to find out upon what principle, in the first instance, the limitation was imposed upon the recovery of such expenses.

Power to execute paving works and recover expenses from the owners was first conferred on local authorities by the Public Health Act, 1848, s. 69, and such expenses were only recoverable summarily before justices (section 129), but no time for such recovery was specially limited, and therefore the complaint before the justices would have to be made within six months under section 11 of the Summary Jurisdiction Act, 1848 (11 & 12 Vict. c. 43). Pausing here for a moment to consider the reason for such a limited time being prescribed for the recovery of these expenses, we find it in the principle which is usually applied to cases in which moneys are expended out of the current year's rates—namely, that such expenses should be recovered within the year, so that the ratepayers upon whom the cost falls may be recouped the extra expense, and that restitution may be made by the owner of the premises who was personally liable to pay the expenses. On this principle, for instance, we find that auditors' surcharges must be recovered within nine months: *R.* v. *Tyrwhitt* (15 Q. B. 249). Then came the Local Government Amendment Act, 1861 (24 & 25 Vict. c. 61), which gave the local authority an option, in the case of sums below £20, the then limit of county court jurisdiction, to proceed either summarily or in the county court. It did not seem to have occurred to those who altered the law that the logical effect of this change, which gave a right of action in the county court, was that where a local authority sued in a county court the proceeding would have attached to it all the ordinary incidents of an action of debt, and therefore the limitation of six years, and not of six months, would be applicable. The result would be that while a demand below £20 could be recovered at any time within six years, a demand exceeding that sum, being only recoverable summarily before justices, could only be enforced within six months. This was in fact the argument almost *ad absurdum* with which the court were confronted in the case of the *Tottenham Local Board* v. *Rowell* (1 Exch. Div. 514). But the court refused to accede to it. It construed the option given by the Local Government Act of 1861 as meaning that as long as the right to proceed before justices existed, the right to sue in the county court remained, for within that time it was open to the local

authority to exercise their option. But when the six months had elapsed, the right to proceed before justices went, and therefore no option could be exercised, and the right to sue in the county court was at an end.

It is significant to note at this point, and it will also be helpful to bear it in mind when dealing with the recent decision in the *Blackburn case*, that at this date the Metropolis Management Act, 1862 (25 & 26 Vict. c. 102), was passed, and that under section 77 of that Act the local authority were given an option to proceed for the recovery of paving expenses either summarily or at law, although such expenses were not previously recoverable by action: *Vestry of St. Pancras* v. *Batterbury* (21 J. P. 424). Dealing with the right of action under this section it was held in *Wortley* v. *St. Mary, Islington* (51 J. P. 166) that the Statute of Limitations had no application. But this decision seems to go to the other extreme, although it is based on words in the section which make the amount recoverable "from the present or any future owner of the premises."

Returning now to the evolution of the right to recover paving expenses under the Public Health Acts, it will be seen that the paving expenses recoverable under section 150 of the Public Health Act, 1875, are made likewise recoverable either summarily or if below £50 (the present county court limit) in the county court at the option of the local authority (section 261), and thus, on the principle of the *Tottenham case* (*supra*), are only recoverable within the six months.

The next stage in the history of this matter is reached in the Public Health Act of 1891, and in the case of the *Vestry of Hammersmith* v. *Lowenfeld* (45 W. R. 60; 1896, 2 Q. B. 278), decided upon section 11 of that Act. This Act gave what may be described as a "triple option" to the local authority to recover the costs and expenses of and incidental to "nuisance orders" from any person who is *for the time being owner* of the premises either summarily, or in the county court, or in the High Court. In the *Hammersmith case* a Divisional Court (CAVE and WILLS, JJ.) held that the fact that there was a triple option made no difference, and that, on the principle of the *Tottenham case*, the six months' limit applied to the right of action in the county court and High Court as well as to summary proceedings. But in view of the fact that in the recent *Blackburn case* Lord Justice COZENS-HARDY expressed himself as prepared to hold if necessary that the *Hammersmith case* was wrongly decided, it is necessary to examine it a little more closely, when two things which seem to affect its soundness at once become apparent. First, it is obvious that the court were not here faced with the absurdity previously noticed which confronted the court in the *Tottenham case*. For under this Act both sums above and below £50 might be recovered by civil proceedings. Secondly, the words "owner for the time being" are very similar to those in the case of section 77 of the Metropolis Management Act, 1862, which, as has been seen, were held in *Wortley's case* to preclude altogether the application of the Statute of Limitations. The decision, therefore, so far as based on the *Tottenham case*, seems unsound. But it is submitted the court would have proceeded on firmer ground if it had had recourse to the fundamental principle originally underlying the recovery of such expenses, and decided the case on the ground that it was intended that the ratepayers who had to pay the rates should be recouped the expenses. But even that principle can hardly be relied upon now because the Legislature, in providing that future owners should be liable, clearly looks to future payments at a distant and uncertain date.

It is in this state of the law that the case of *The Mayor, &c., of Blackburn* v. *Sanderson* came before the Court of Appeal, on appeal from the judgment of MATHEW, J., who had considered himself bound by the *Hammersmith case*. The question for the decision was in principle the same as that in the case of the *Vestry of Hammersmith* v. *Lowenfeld*, but the actual decision was founded by their lordships mainly on the special wording of the Blackburn Improvement Act, 1882. The court distinguished the case from the *Tottenham case* on the ground that in that case the right to recover the expenses was conferred by one Act and the remedy by a different Act. VAUGHAN WILLIAMS, L.J., also tried to distinguish the case from the *Hammersmith case*, but the other Lords Justices frankly threw over the *Hammersmith case* and practically overruled it. STIRLING, L.J., said he could not agree with that decision on the grounds on which it was based, and COZENS-HARDY, L.J., was prepared to hold, if necessary, that the *Hammersmith case* could not be supported and ought not to be followed. Moreover, the principle on which VAUGHAN WILLIAMS, L.J., based his judgment—namely, that if an Act of Parliament gives the power to take the remedy in divers courts, that remedy will in each court be subject to the *lex fori* of that court, including the limitation of actions, is, it is submitted, at any rate fatal to the decision in the *Hammersmith case*, and seems also to strike at the *Tottenham case*. In the Blackburn Act a summary remedy was given and also a power to recover from *successive owners* and from the *owner for the time being* by action at law in any court of competent jurisdiction. Substantially the same question arose as in the *Hammersmith case*. Did the limitation of six months applicable to the summary remedy apply equally to the alternative proceedings in the High Court? COZENS-HARDY, J., considered that the fact that the Act dealt with "successive owners" was decisive of the case.

It is submitted that, having regard to the principles on which the case was decided, the *Hammersmith case* must now be considered as overruled, and that the courts and the Legislature have permanently departed from the principle which it has been previously suggested guided them in keeping to the original limitation of six months. The decision will have a far-reaching effect. For instance, it seems clear now that paving expenses will be recoverable under the Private Streets Works Act, 1892, by action at law within the usual period of limitation. Section 14 of that Act provides that such expenses may be recovered "summarily in a court of summary jurisdiction or as a simple contract debt by action in any court of competent jurisdiction *from the owner for the time being*." It would be impossible successfully to argue in the face of the *Blackburn case* that the six months' limitation applies to such proceedings.

This will afford yet another inducement to local authorities to proceed under the Private Streets Works Act in preference to section 150 of the Public Health Act, 1875, to which, as has been seen, the six months' limitation does seem to apply. But the whole matter is in a very anomalous state, like so many other questions relating to Public Health, owing to the patchwork nature of the legislation on the subject, and this is yet another point to be noted for amendment upon a consolidating statute being passed.

VALIDITY OF MARRIAGE.

THE decision of Mr. Justice SWINFEN EADY in the case of *Re Bozzelli's Settlement* (*ante*, p. 318; W. N. 1902, 51) appears to have a bearing on the question whether the issue of a colonial marriage between a man and his deceased wife's sister can inherit land in England.

An English lady had married an Italian subject in Italy, and prior to such marriage a settlement had been made and the settled property had been vested in trustees resident in the United Kingdom. Prior to the marriage the wife had been domiciled in England and the husband in Italy; and we gather that the settled property had belonged to the wife, inasmuch as the settlement reserved a power to her to appoint one-third of it in favour of a subsequent husband and her issue by him. The husband and wife lived in Italy, and after a few years the husband died, leaving three children of the marriage. The lady remained in Italy, and after an interval married her first husband's brother, such brother being also a domiciled Italian subject; and there were several children of this second marriage. This second marriage was shewn to be valid by Italian law. Apparently some dispensation was required to give validity to it, and this was duly obtained. The lady now desired to exercise her power of appointing one-third of the settled fund in favour of her second husband and his issue, and a summons was taken out to determine whether she could validly do so. The trustees of the settlement, the children of the first marriage, the lady, her second husband, and the children of the second marriage were made parties to the summons, and we suppose that a declaratory order was asked for.

It is clear that if the parties had been British subjects domiciled in England, the second marriage would have been void and there would not have been any lawful husband and children in whose favour the power could have been exercised. Counsel for the children of the first marriage accordingly cited the Acts of Parliament which produced this result, and urged that the validity of the marriage ought to be tested by the English law.

The decision, however, was against this contention; the learned judge holding that the validity of a marriage was to be tested by the law of the domicil of the parties who contracted it, the leading cases on the subject being *Brook* v. *Brook* (March, 1861, 9 W. R. 461, 9 H. L. C. 193) and *Sottomayor* v. *De Barros* (November, 1878, 26 W. R. 455, 3 P. D. 1). In those cases marriages had been held void on account of the domicil of the parties, although valid by the *lex loci contractus*; in the present case a marriage invalid by the law of the locality of the settlement was upheld on the ground of the law of the domicil of the parties.

It appears to us that the logical conclusion to be drawn from this principle is, that a marriage valid by the *lex domicilii* is valid in England for all purposes, including the devolution of real estate; but whether it is possible to give effect to this conclusion, having regard to the importance which English law assigns to the *lex situs* in matters affecting real estate, is another question.

REVIEWS.

BOOKS RECEIVED.

The Elementary Education Acts, 1870-1901. With Introduction and Notes. By Sir Hugh Owen, G.C.B., Barrister-at-Law. And an Appendix containing Incorporated Acts, the Provisions of the Municipal Elections (Corrupt and Illegal Practices) Act Applicable to School Board Elections, the Rules and Regulations of the Board of Education and the Local Government Board, Orders in Council, &c. Nineteenth Edition. Knight & Co.

CASES OF THE WEEK.

Court of Appeal.

PROPERTY EXCHANGE (No. 1) (LIM.) (Appellants) v. MAYOR, &c., OF WANDSWORTH (Respondents). No. 1. 22nd March.

METROPOLIS—STREET—PAVING EXPENSES—APPORTIONMENT—WIDENING OF STREET—EXPENSE OF PAVING ADDED PART—METROPOLIS MANAGEMENT ACTS, 1855 (18 & 19 VICT. c. 120), ss. 105, 250, AND 1862 (25 & 26 VICT. c. 102), ss. 77, 112.

Appeal from the Divisional Court (Lord Alverstone, C.J., and Lawrance, J.), upon a case stated by a metropolitan police magistrate. A roadway known as Totterdown led out of High-street, Tooting, in an easterly direction. For many years prior to 1855 it was a formed road sixteen feet wide, used for wheel and foot traffic, and led into meadows open only to foot passengers. It was a public thoroughfare, and had been repaired since 1855 by the Wandsworth Board of Works, the predecessors of the present respondents. It had at the present time buildings on both sides. On the south side there was a row of houses which were built about 1825. The houses or walls now on the north side were the flanking wall of the appellant's premises, 28, St. Cyprian-street, erected in 1898, the yard and premises belonging to an omnibus company, and the flanking wall of other premises with a side entrance in Totterdown. In 1898 the roadway was widened to forty feet, and a new street, known as St. Cyprian-street, was made, running into Totterdown from the north. Save and except the widening and the building of certain houses and flanking fences on the north side, Totterdown as mentioned above had not altered in character or position or in any other way since the houses on the south side were erected. In 1898 the land on the north side was laid out for building purposes. In April, 1899, the Wandsworth Board of Works resolved to pave Totterdown and apportioned the expenses on the frontages on both sides. The frontagers on the south side resisted on the ground that they did not front or abut on a new street, and the magistrate sustained their objection. The board then passed a fresh resolution to pave "a certain new street situate and being Totterdown, on the north side thereof," and apportioned the expenses upon the frontagers on the north side only. The magistrate held that the apportionment was right and ordered the appellants to pay the amount apportioned on them. The Divisional Court affirmed this decision. The appellants appealed to the Court of Appeal.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) dismissed the appeal. They held that, upon the authority of *Richards* v. *Kesick* (57 L. J. M. C. 48) and *White* v. *Fulham Vestry* (74 L. T. 425), the longitudinal piece added to the old street was itself a "new street" within the meaning of section 105 of the Metropolis Management Act, 1855, and section 77 of the Metropolis Management Act, 1862, and that the owners of the houses forming such new street or of the land adjoining or abutting thereon were liable to bear the expenses of paving it. The expenses were therefore properly apportioned among the frontagers on the north side only.—COUNSEL, *W. L. Richards; Mattinson, K.C.*, and *J. C. Earle.* SOLICITORS, *F. Du Bois; W. W. Young & Son.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

WHITBREAD & CO. v. WATT. No. 2. 22nd March.

VENDOR AND PURCHASER—RESCISSION UNDER OPTION CONTAINED IN CONTRACT—DEPOSIT—PURCHASER'S LIEN.

This was an appeal against a decision of Farwell, J. (reported 49 W. R. 534; 1901, 1 Ch. 911). The plaintiffs, in January, 1897, contracted with one Francis Saunders to purchase for £500 a freehold public-house plot on a building estate known as the Woodhouse estate. A deposit of £200 was to paid on the signing of the contract, and the balance of £300 was to be paid on the completion of the purchase. The purchase was to be completed as soon as 300 houses should have been erected on the estate. There was no obligation on the vendor to erect 300 houses. There was a provision in the contract that if 300 houses should not be erected on the estate within two years from the date of the contract, the purchasers should have the right, by giving seven days' notice in writing to the vendor, to rescind the agreement, and at the expiration of the seven days the agreement should absolutely cease. The plaintiffs paid the £200 to Saunders on signing the contract. Afterwards Saunders sold the estate to one Saxelby, who mortgaged it. In November, 1900, the mortgagees sold the estate to Watt (the defendant) with notice of the contract of January, 1897. The 300 houses had not been erected, and the deposit had not been repaid to the plaintiffs. In December, 1900, the plaintiffs gave notice to the defendant to rescind their contract, and claimed repayment of the deposit. This was refused. The plaintiffs then issued a summons claiming a declaration that they were entitled to a lien on the plot of land for the deposit, and asking that the lien might be enforced by foreclosure or sale. Farwell, J., was of opinion that the plaintiffs were entitled to the lien which they claimed. The defendant appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ. dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I think this appeal must fail. The foundation of the rule as to lien is to do justice between vendor and purchaser.) Having read *Rose* v. *Watson* (12 W. R. 585, 10 H. L. C. 672), I must say I agree with the appellants' contention that that decision does not expressly carry the lien of a purchaser beyond the case where a contract has gone off through the default of the vendor. It is said that the purchaser immediately on paying any part of the purchase-money gets a lien or inchoate right, and the appellant agrees that the right is vested in the purchaser, but he says that it is defeasible not only in the case of the purchaser being in default but also in a case where the purchaser elects to rescind the contract under the terms of the contract without any default on the part of the vendor. I agree that *Rose* v. *Watson* does not absolutely negative this contention, though I think that the illustration of a mortgage given by Lord Cranworth in that case goes a long way to do so, because no one would suggest that, if you had a contract giving the purchaser a right to rescind, and the purchaser really had a mortgage for the purchase-money paid, the purchaser would lose his mortgage because he elected to rescind. Then, on the assumption that *Rose* v. *Watson* does leave this case open, we come to *Wythes* v. *Lee* (4 W. R. 184, 3 Drew. 396). I think that the judgment of Kindersley, V.C., in that case covers the present, and it follows, in my judgment, that the decision of Farwell, J., is right and ought to be affirmed. In thus giving reasons of my own I do not mean to depart from the reasons given by Farwell, J. I think his judgment was a very clear one, and I was much struck by this passage in it: "I see no reason why a condition that, if 300 houses are not built, the purchaser may rescind, should be held to differ in any way from the ordinary condition in a contract that, if the purchaser makes or insists upon any requisition or objection to the title which the vendor is unable or unwilling to comply with, the vendor may rescind. There is no default there, but I venture to think it would not be arguable. I do not think counsel for the defendant contended that the purchaser in such a case would have no right to a lien in the same way as if the purchase went off by reason of want of title on the part of the vendor. It is not default. It is rather misfortune." To-day counsel for the appellant was so pressed with that passage that he did argue that the lien would go in such a case, but for the reasons I have given, and for the reasons given by Farwell, J., I think this appeal must fail.

STIRLING and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *Brinton; Hon. F. Russell.* SOLICITORS, *H. P. Spottiswoode; Martineau & Reid.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

THE GROUND-RENT DEVELOPMENT CO. (LIM.) v. WEST.
Kekewich, J. 13th March.

LAND REGISTRY—REGISTERED RESTRICTIONS—MODIFICATIONS—"BENEFICIAL TO THE PERSONS PRINCIPALLY INTERESTED"—CONSENT—LAND TRANSFER ACT, 1875 (38 & 39 VICT. c. 87), s. 84—LAND TRANSFER ACT, 1897 (60 & 61 VICT. c. 65)—LAND TRANSFER RULES, 1898, 234, 236.

This was an adjourned summons under section 84 of the Land Transfer Act, 1875, as amended by the Land Transfer Act, 1897, for the modification of certain conditions registered against the title of the plaintiff company to certain lands at Enfield. In September, 1899, the defendants sold the

greater part of the Bush Hill Park Estate, Enfield, to the plaintiff company. The estate was registered at the Land Registry with an absolute title, and was transferred to the plaintiff company by an instrument of transfer on which a land certificate was issued to the plaintiff company. The defendant's title was free from any restrictions, but on the sale to the plaintiff company they had inserted certain conditions in the purchase deed—amongst others the following: (1) that the frontages of houses east of St. Mark's-road should be not less than 16ft., and those west of St. Mark's-road should be not less than 17ft.; (2) that no house should be erected which should cost less than £250; (3) that all plots on which houses should be erected should contain a superficial area of not less than 160 square yards. It was, however, found that smaller houses were required for the neighbourhood, and the summons under rules 234 and 236 Land Transfer Rules, 1898, was taken out so as to modify the conditions in the following particulars. The minimum building frontages should be 15ft., the minimum value of the houses £200, the minimum superficial area 100 square yards. The summons was taken out by the company, their mortgagees, and certain purchasers of land from the company. The defendants consented to the application, and so did certain persons who had purchased land from them both before and after the sale to the company. Certain other purchasers had not consented, but were not expected to raise any objection.

KEKEWICH, J., said that section 84 of the Act of 1875 provided that conditions once placed on the register could only be modified or discharged by order of the court. That implied that the matter must be looked at judicially. Then it provided that this could only be done on proof, to the satisfaction of the court, that such modification would be beneficial to the persons principally interested in the enforcement of such condition. In making that provision the Legislature anticipated that in hearing applications of this character the court would be governed by its ordinary rules. One of those rules was to accept the consent of any party competent to consent who appeared by counsel. He did not think that the provision in the section, that the court ought to be satisfied that the modification would be beneficial to the persons interested, ought to be construed as excluding that rule. If the persons interested came to the court and said they consented, he did not see why the court should inquire whether that consent was properly obtained or not, or ascertain that that which they testified to be beneficial by their consent was in fact beneficial to them. But where no consent was given, then the court had to be satisfied that the modification was in fact beneficial. It was not enough to say that the persons interested would not be hurt by it. As to these particular conditions it was said that this was not the case of a building scheme, and he agreed that it was not a building scheme in the ordinary sense. But these conditions were placed on the register, and this was a public restriction on the use of this land, and it was possible that any person buying the land with this restriction upon it might attribute importance to the restriction, and might say that he would not have bought it if the restriction had not been there. The experience of the court in building scheme cases shewed that people did regard restrictions of this kind as important. It was said that if the size of the houses was reduced a better class of tenant would be secured, because he would occupy the house himself instead of sub-letting. That was also his own view, but there might be others who took a different one, and who would prefer to have tenants who paid a higher rent. Upon the evidence before him he could not go against the views of those who were entitled to object. Then, who were entitled to object? That depended upon the meaning to be given to the words "the persons principally interested." He must assume that all the persons who bought with notice of the conditions were interested in the modification. He confessed that he was unable to understand the meaning of "principally interested." Suppose he had come to the conclusion that a purchaser of a particular lot was a person whose consent was necessary or who must be proved to have benefited by the modification, and then the property was mortgaged, who were the persons "principally interested," the mortgagor or the mortgagee, or both? Then suppose that the property was mortgaged again in excess of its value. Who would be principally interested then? He thought that all persons who had notice of the conditions, which were binding on them all until modification, were persons principally interested. As to the interests of the various persons mentioned in the statement, his lordship said he must regard them all as persons principally interested, except the purchaser, who had bought land from the defendants before the sale to the company and was consequently not interested in law, but as to the other parties, he declined to draw any distinction between them. The order could only be made subject to the consent of all the persons above mentioned, other than that purchaser, being obtained.—COUNSEL, *T. R. Warrington*, K.C., and *R. J. Parker*; *O. Leigh Clare*. SOLICITORS, *Thorneycroft & Willis*.

[Reported by C. W. MEAD, Esq., Barrister-at-Law.]

FARMER *v.* **PITT.** Byrne, J. 20th March.

MORTGAGE—REDEMPTION—CONSOLIDATION—AGREEMENT TO EXECUTE LEGAL MORTGAGE—PROVISION FOR FURTHER SECURING THE PRINCIPAL MONEYS—ENLARGING SECURITY—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. c. 41), s. 17.

Originating summons. This was a summons for redemption, and the question arose as to the right of the mortgagee to consolidate. On the 15th of May, 1899, the plaintiff, Mary Ann Farmer, mortgaged certain houses in Walsall and in Wednesbury to the defendant to secure a sum of £900 advanced to her, with interest. On the 14th of July, 1899, the plaintiff deposited certain deeds with the defendant, with a memorandum signed by her that the deposit was with the intent to create an equitable mortgage of the property comprised in the deeds, by way of collateral security, for a certain sum advanced to her by the defendant with interest, and for such further advances as should be made to the plaintiff's husband. The memorandum contained a clause stating that the plaintiff agreed to execute to the defendant a legal mortgage of the property "with such powers, provisions, and in such form as the said F. T. Pitt may require for further securing the said principal moneys and interest." Neither this memorandum nor the mortgage of the 15th of May, 1899, contained any clause expressly excluding the operation of section 17 of the Conveyancing and Law of Property Act, 1881, which takes away the right of consolidation from the mortgagor unless the contrary appears in one of the mortgages desired to be consolidated. The defendant having sued the plaintiff upon the covenant in the mortgage of the 15th of May, the plaintiff paid him the moneys due under that mortgage, but the defendant refused to reconvey the premises unless the moneys due under the subsequent mortgage of the 14th of July were also paid. The plaintiff thereupon took out this summons for redemption and reconveyance of the property comprised in the mortgage of the 15th of May, the moneys due under it having been already received by the defendant.

BYRNE, J.—It is said by the defendant that, by virtue of the clause in the mortgage of the 14th of July, 1899, he could have required the plaintiff to execute to him a legal mortgage in which there should be a clause excluding the operation of clause 17 of the Conveyancing and Law of Property Act, 1881; and that I must treat the case as if a mortgage had been actually executed to that effect. It is said that the mortgagee is master of the situation and that if in settling the draft he had required the insertion of a clause of this kind, it could not have been considered unreasonable. It is said that we must consider the state of the law before 1881 as shewing that such a clause is unreasonable. Since 1881 the Legislature has said that the mortgagee shall have no right to consolidate apart from contract, but that the parties may contract that he shall have it. Now, what is the true meaning of the provision in the memorandum? It is much the same as that in *Whitley* v. *Challis* (40 W. R. 291; 1892, 1 Ch. 64), where the question arose as to what the mortgagee was entitled to have included in the mortgage. In his judgment, Fry, L.J. (1892, 1 Ch. p. 72) says: "Then it is attempted to enlarge the security by the words which provide for the execution of a formal mortgage, and for the insertion in that mortgage of such powers, covenants, and provisions as the solicitor or counsel for the mortgagee shall advise or require. That clause is only intended to give effect to the previous charge, and does not enlarge the subject-matter of the charge." That case was not the same as this, but the reasoning applies here. The result of the insertion in the legal mortgage to be executed under the the memorandum of a provision excluding section 17 would be to give the mortgagee, in the event of redemption, a right of control over property not included in his security by means of consolidation. That would be enlarging his security, and in my opinion he has no right to have this provision inserted, and consequently he has no right to consolidate as he claims to do. The defendant relied upon the practice of conveyancers as to the insertion in mortgages of a provision excluding section 17. The evidence is not clear, but the books referred to seem to me to tell as much against the existence of such a practice as in its favour. Judgment for the plaintiff.—COUNSEL, *Levett*, K.C., and *Underhill*; *Rowden*, K.C., and *Martelli*. SOLICITORS, *Rowcliffe, Rawle, & Co.*, for *J. F. Addison*, Walsall; *R. H. Bentley*, for *S. Ward*, Dudley.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

THE FINCHLEY ELECTRIC LIGHT CO. (LIM.) *v.* **THE FINCHLEY URBAN DISTRICT COUNCIL.** Farwell, J. 17th and 18th March.

LOCAL GOVERNMENT—FEE SIMPLE OF ROAD—STREET—VESTING IN LOCAL AUTHORITY—ELECTRIC LIGHT COMPANY—OVERHEAD WIRES—INJUNCTION—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 149—GENERAL TURNPIKE ACT, 1822 (3 GEO. 4, c. 126), s. 84.

This was an action for an injunction to restrain the defendants from breaking, cutting, severing, or otherwise interfering with the electric cables of the plaintiffs over or across the Regent's-park-road, Finchley, or from hindering and obstructing the plaintiffs in the erection of electric lines over or across roads or streets within the urban district of Finchley. The plaintiffs were a limited company incorporated in August, 1900, having offices at 17, South-street, Finsbury, and having as one of the objects of its formation the supply at Finchley and elsewhere of electricity for lighting and other purposes. Since the incorporation of the company the plaintiffs had begun to develop their business in the district of Finchley. On the 19th of April, 1901, a compromise was effected in an action started by the defendants, and an order was taken by consent whereby the present plaintiffs undertook that they would not without the council's licence open or break up any road vested in the council until fourteen days after application had been made to the council for liberty to open the road in question. On the 28th of September, 1901, the plaintiffs carried their wires across the Regent's-park-road. On the 1st of October the defendants caused the wires to be cut. The defendants were the Urban District Council of Finchley, and they had obtained in 1899 a provisional order from the Board of Trade empowering them to undertake the necessary works for supplying electricity to the inhabitants of their district. The Regent's-park-road was constructed by certain turnpike trustees under the provisions of a special Act of Parliament (7 Geo. 4, c. 90). The site of one side of the road where the plaintiffs' wires crossed formed part of land acquired by the turnpike trustees under an indenture dated the 7th of November, 1828. The said site was duly conveyed to and vested in the turnpike trustees, their heirs and successors, in fee simple free from any reservations in favour of the owners of the adjoining lands or other reservations. In 1872 the turnpikes were removed from the Regent's-park-road, and from 1878 (on the constitution of the Finchley Local Board) and onwards the road was maintained by the defendants. For the plain-

tiffs it was contended that the fee simple was not vested in defendants, but either in the present real representatives under the deed of the 7th of November, 1828, or in the county council under the provisions of the Local Government Act, 1888, or in the owners of the adjoining land, or it had reverted to the grantor. The Finchley Local Board could not hold the fee simple from 1872 up to 1878, as it did not come into existence till the latter year.

FARWELL, J.—This case raises the old question as to the meanings of the words "vest" and "street" in the Public Health Act, 1875. The true view is that what passed to the defendants was "so much of the land in question as is required for the purposes of the road considering the nature of the particular purposes in a given case." His lordship then read portions of the judgments of Lords Halsbury and Herschell in *The Mayor, &c., of Tunbridge Wells* v. *Baird* (96 A. C. 434, 45 W. R. Dig. 92), and referred to the case of *Rolls* v. *Vestry of St. George* (28 W. R. 867, 14 Ch. D. 765). In my opinion it is the duty of the court to construe an Act of Parliament reasonably so as to avoid a deadlock. Now, the circumstances of the present case are unlike the other cases, inasmuch as the street was constructed under the provisions of the General Turnpike Act, 1822 (3 Geo. 4, c. 126), and passed by purchase to the trustees for the purposes of that Act. It is said that as a result of the removal of the turnpikes in 1872 the fee is not vested in the local authority, and that the latter only have such an interest in the road as in other cases, where lands have not been acquired for public purposes. It appears to me that I am bound to say that this land was required and acquired for the purposes of a road. The legal estate in it was conveyed out and out to trustees and it now lies in the real representative of the last surviving trustee, who holds for the local authority. The local authority is the only possible *cestui que trust*. Why should it vest in the adjoining owners? There is no resulting use in the conveyance. The other suggestion was that the land passed to the county council under subsections 2 and 6 of section 11, and sections 64 and 68 of the Local Government Act, 1888. This is an extravagant contention. I desire to point out that the reasoning on which former cases have been decided is inapplicable to the present case because the land here was acquired for the purpose of making a road, and the doctrine that a public authority should not be presumed to acquire, without compensation, greater rights than is necessary for their immediate purpose is not applicable to the present case. The defendants hold the land for the purposes of a street. The plaintiff had no right to take his wires across the atmosphere above the road, and consequently the action is dismissed.—COUNSEL, *Jenkins*, K.C., and *Buckmaster*; *Upjohn*, K.C., and *Chubb*. SOLICITORS, *Benham & Meyer*; *A. M. M. Forbes*.

[Reported by J. H. DAVIES, Esq., Barrister-at-Law.]

Re **HIGHETT AND BIRD'S CONTRACT AND VENDOR AND PURCHASER ACT.** Swinfen Eady, J. 6th, 7th, and 19th March.

VENDOR AND PURCHASER—LEASEHOLD—COVENANT TO REPAIR BROKEN—DANGEROUS STRUCTURE—LONDON BUILDING ACTS, 1894 AND 1898 (57 & 58 VICT. c. 213; 61 & 62 VICT. c. 137)—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 3, SUB-SECTION 4.

This was a summons taken out by the vendor under the Vendor and Purchaser Act, 1874. The facts and arguments sufficiently appear from the considered judgment.

SWINFEN EADY, J.—On the 22nd of June, 1901, Alfred J. Bird wrote to Wm. Highett offering £350 for the leasehold house, 142, Friern-road, East Dulwich, held for an unexpired term of about eighty years, at a ground rent of £7 per annum, and stating that the present tenants informed him that their tenancy agreement expired on the 25th of March, 1902. On the 24th of June, 1901, Wm. Highett wrote that the lowest possible price he could take was £365. On the 25th of June Alfred J. Bird increased his offer to £360 adding, "I shall be glad to hear that you will accept this as no doubt you are aware that the house requires sundry repairs." This offer was declined, and on the 1st of July, 1901, he agreed to purchase for £365. No date was then fixed for completion of the purchase. On the 28th of August, 1901, the parties agreed that the purchase should be completed on the 27th of September, 1901, the purchaser stipulating, however, that he was to be at liberty to complete at an earlier date. On the evening of the same day, the 27th of September, 1901, the tenant of the house brought to his landlord (the vendor) a notice in writing dated the previous day, which had been left on the premises and signed on behalf of the London County Council, requiring the owner and occupier of the structure known as 142, Friern-road, forthwith to take down, underpin, or otherwise render secure the front bay; also to shore up the structure immediately. The notice was not complied with, and on the 1st of November, 1901, an order was made by the Lambeth police-court, under the London Building Acts, requiring the owner of the structure to take down or underpin or otherwise render secure the front bay to the satisfaction of the district surveyor within fourteen days from the service of the order. A copy of that order was served on the vendor's solicitor, Mr. Bartlett, on or about the 8th of November, 1901, and on the vendor on or about the 9th of November, 1901. The question raised by this summons, issued by the vendor under the Vendor and Purchaser, 1874, is, By whom are the costs of complying with this order to be borne—by the vendor or the purchaser? It was not disputed that, in the absence of any stipulation on the subject, the vendor must bear all expenses and outgoings of property sold down to the time when a good title was first shewn so that the purchaser could prudently take possession, and as from that time all such expenses and outgoings must be borne by the purchaser. This is settled law: *Barsht* v. *Tagg* (48 W. R. 220; 1900, 1 Ch. 231, at p. 234). On the 6th of November, 1901, the last outstanding requisition was cleared up. Mr. Bartlett, the vendor's solicitor, wrote to the purchaser's solicitor on that day that the tenant of 142, Friern-road would leave at Lady Day, 1902, and this answer is accepted as sufficient, notwithstanding the previous answer on the 14th of September, 1901, that the tenant had taken the premises for three years from the 24th of June, 1899. The governing date, showing the dividing line by which the rights and liabilities of the parties are to be determined, is the 6th of November, 1901. It has been contended before me by the vendor that the cost of complying with the order of the Lambeth Police-Court must be borne by the purchaser, and that the purchaser is bound to indemnify the vendor against the expense. This contention was based upon the fact that the fourteen days within which the work was ordered to be done did not begin to run until after the 6th of November, 1901, and, therefore, that the vendor was not in default. Reliance was placed upon *Tubbs* v. *Wynne* (1897, 1 Q. B. 74). In this case an order had been made to pull down dangerous buildings, and the twenty-eight days allowed for doing the work were on the point of expiring on the 8th of May, 1893, the date down to which the vendor agreed by the contract to discharge the outgoings. At the trial before the Collins, J., it was held that the liability, having been incurred before the 8th of May, was an "outgoing" within the meaning of the condition, and that the purchaser, having paid the amount, was entitled to recover from the vendor the sum so paid. The vendor relied upon this case in his favour; and contended that as the order to execute the work had not in the present case been served on the 6th of November, 1901, the cost of the necessary work was not an outgoing to be borne by him, but that the expenses incurred arose after the 6th of November, 1901, and therefore must be borne by the purchaser. He insisted, moreover, that the expenses of the work did not become a charge upon the property until the completion of the work. This argument does not touch the principle upon which, in my judgment, the present case falls to be decided. The sale is of a leasehold house, the lease containing a covenant to keep the buildings in good and substantial repair and condition. The sale is under an open contract, so that the purchaser is entitled to proof that the covenants and conditions in the lease have been performed and observed up to the 6th of November, 1901. Under the Conveyancing Act, 1881, s. 3, sub-section 4, upon production of the receipt of the last payment due for rent, the purchaser is to assume, unless the contrary appears, that all the covenants of the lease have been duly performed up to actual completion. But in the present case the contrary does clearly appear. There is no dispute that on the 6th of November, 1901, the covenant before mentioned had been broken, and that a portion of the buildings was so much out of repair as to be dangerous and to justify the action taken by the London County Council. The vendor contended that although the premises were out of repair the purchaser had notice of their state and condition before entering into the contract. The result of the evidence is that the purchaser did inspect the premises before agreeing to purchase and saw some cracks there, but that these afterwards increased to such an extent that the premises became in a dangerous condition by the 4th of September, 1901, and remained so until after the 6th of November, 1901. The knowledge of the purchaser of the state of the property at the date of the contract does not, however, appear to me to be material, as it has been held that the obligation to make a good title to leaseholds is not removed by the knowledge of the purchaser at the time of the sale that the title was bad by reason of the breach of a covenant to repair, *Barnett* v. *Wheeler* (7 M. & W. 364). The vendor then insisted that the purchaser could not object to the breaches of covenant as the receipt for the ground-rent had been produced, and he relied upon the cases of *Bull* v. *Hutchins* (11 W. R. 366, 32 Beav. 615), and *Lawrie* v. *Lees* (30 W. R. 285, 7 A. C. 19, at p. 32); but in both those cases the purchaser was bound by the condition of the contract to accept the last receipt for rent as *conclusive* evidence that the covenants had been performed, whereas under the Conveyancing Act the receipt is only *primâ facie* evidence, and when the contrary appear the receipt cannot be relied upon. The result is that between vendor and purchaser of the leasehold house I decide that the expense referred to in paragraph 3 of the summons, in respect of which the vendor is clearly liable under the covenant in the lease, must be borne by the vendor and cannot be thrown by him upon the purchaser.—COUNSEL, *Eve*, K.C., and *Ford*; *W. M. Spence*. SOLICITORS, *J. Bartlett*; *J. T. Anthony*.

[Reported by J. F. CARR, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

ANDREW *v.* **GROVE** Div. Court. 19th March.

PRACTICE—COUNTY COURT—COSTS—COUNTY COURT JUDGE HAS NO JURISDICTION TO MAKE A SUCCESSFUL DEFENDANT PAY PLAINTIFF'S COSTS—THE COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43), s. 113.

Appeal by defendant from the judge of the Plymouth and East Stonehouse County Court. The action, which was brought in the High Court and remitted to the county court, was to recover from the defendant, a commission agent, £90, being the amount of a debt. The defendant by his defence pleaded (1) that it was a betting transaction within the Gaming Act, 1845, and (2) that the odds were never laid, on the ground that it was too late. At the trial the plaintiff called the defendant as her own witness, and the learned judge held that as she had done so she was bound by his statements, though in his the judge's opinion, they were a tissue of lies, and he therefore gave judgment for the defendant, but ordered him to pay the plaintiffs' costs. The defendant now appealed as to so much of the order as related to costs on the ground that there was no rule which empowered a county court judge to order a successful defendant pay the plaintiff's costs; and further, that, under section 18 of the Gaming Act, 1845, the

plaintiff had no right to bring the action. For the respondent it was contended that section 113 of the County Courts Act, 1888, gave a county court judge the same power as to costs as section 5 of the Judicature Act, 1890 (53 & 54 Vict. c. 44), gave to the High Court. Section 5 enacted that the costs of "all proceedings in the Supreme Court . . . shall be in the discretion of the court or judge, and the court or judge shall have full power to determine by whom and to what extent such costs are to be paid," and therefore, that section enlarged the discretion given by the Rules of the Supreme Court (ord. 65, r. 1), under which *Dicks* v. *Yates* (18 Ch. D. 76) and *Foster* v. *Great Western Railway* (30 W. R. 398, 8 Q. B. D. 515) were decided. See *Re Fisher* (42 W. R. 241; 1894, 1 Ch. 53, 450).

THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) allowed the appeal.

LORD ALVERSTONE, C.J., in giving judgment, said this power, now claimed for the first time, did not exist in the county court judge. The proposition on behalf of the respondent was a startling one. Section 113 of the County Courts Act, 1888, could not be construed as giving the county court judge the power claimed. That section provided that "all the costs of any action or matter in the court . . . shall be paid by or apportioned between the parties in such manner as the court shall think just, and in default of any special direction shall abide the event of the action or matter. . . ." But in order that such judicial discretion could be exercised a right of action or a right of defence must have been established. He, the learned judge, thought that "right to bring an action" meant "right to succeed in an action" and not merely "right to issue a writ." The Judicature Act of 1890, which gave the High Court the power now claimed, for the county court had nothing to do with the present case. He, the learned judge, came to the conclusion that where the defendant was successful in an action in the county court the judge had no jurisdiction to order him to pay the plaintiff's costs.

DARLING and CHANNELL, JJ., concurred. Appeal allowed. Judgment for defendant without costs.—COUNSEL, *R. F. Colam; J. Ashton Cross.* SOLICITORS, *Taylor, Willcocks, & Lemon*, for *J. G. Jackson*, Plymouth; *Riddell & Co.*, for *T. H. Geake*, Plymouth.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law]

Solicitors' Cases.

Re **HASLAM & HIER-EVANS.** C.A. No. 2. 20th March.

SOLICITOR—COSTS—TAXATION — SURCHARGE — COMMISSION RECEIVED BY SOLICITOR WITH KNOWLEDGE OF CLIENT—BARGAIN WITH CLIENT—INDEPENDENT ADVICE.

This was an appeal from a decision of Kekewich, J. (reported *ante*, p. 233). The facts were as follows: Mr. Haslam, a solicitor, on or about the 9th of January, 1899, received from Mr. B. Elliot, the owner of a patent, a commission note, under which Mr. Elliot promised, in the event of Mr. Haslam's introducing a purchaser whose terms Mr. Elliot might accept, to pay Mr. Haslam the sum of £250 out of a purchase price of £3,750, £300 out of £4,000, and so on. Mr. Haslam introduced the patent to Mr. Ohlsen, a gentleman for whom Mr. Haslam and his partner, Mr. Evans, had in several matters been acting as solicitors. This was on or about the 11th of January. Mr. Ohlsen instructed Mr. Haslam to make an appointment for him to see the patented article, and on the 17th of January Mr. Haslam and his partner accompanied Mr. Ohlsen to Harley-street for the inspection. On their return Mr. Haslam shewed the commission note to his client, who thereupon stated that he should not pay the lowest price therein mentioned, and that, if he could not get the patent at a much lower price he should not buy. Mr. Haslam said that he and his partner explained to Mr. Ohlsen that they were not quite satisfied with the commission note signed by Mr. Elliot, which was not as liberal as a note which they had submitted to Mr. Elliot, and thereupon, in consideration of a promise by Mr. Ohlsen to allow them a reasonable commission in case they were unable to obtain any commission under the original note, promised to accept the note for what it was worth, and not to insist on obtaining a more satisfactory note from Elliot. It appeared from the bill of costs that Messrs. Haslam & Evans received the instructions of Mr. Ohlsen to try to negotiate with Mr. Elliot for a reduction of price, and they did so, and eventually effected a purchase. Messrs. Haslam & Evans subsequently sued the vendor for the commission. He paid £210 into court and the solicitors accepted it. The question then arose whether the solicitors were entitled to retain the commission received from the vendor. Kekewich, J., decided in favour of the solicitors. The executors of the client, who had died before the present summons was issued, appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., stated the facts, and continued: It is plain that Messrs. Haslam & Evans were attempting to serve two masters, and that one master, Mr. Ohlsen, knew this, and the other, Mr. Elliot, did not. I think that, if the truth had been known, Mr. Elliot would never have paid the £210 into court. I think that the claim on Mr. Elliot ought never to have been made. I do not see how we can order money to be paid by Messrs. Haslam & Evans to Mr. Ohlsen's executors which Messrs. Haslam & Evans wrongfully obtained, to the knowledge of Mr. Ohlsen, from Mr. Elliot. But, even putting aside the consideration that the money was wrongfully obtained, and that *in pari delicto potior est conditio possidentis*, I further think that the executors of Mr. Ohlsen are not entitled to treat the £210 paid by Mr. Elliot to Messrs. Haslam & Evans as money received to Mr. Ohlsen's use, or in any way to surcharge them. There is no ground for saying that the £210 was a secret profit. The only other possible view which, in my judgment, could support the contention that Mr. Ohlsen's executors are entitled to have the benefit of this payment is that the £210 was something put on the price by the vendor, and that Mr. Ohlsen, in allowing Mr. Haslam to keep this sum, was making a gift to his solicitor, which he was not entitled to keep, having regard to his position as solicitor for the donor. I do not think on the evidence that it was a gift. It was a payment for a service. Mr. Ohlsen in effect said to his solicitor, "Keep the sum which the vendor puts on the price to pay your commission, but you must, in consideration of this, serve me and not him." The case therefore does not fall within *O'Brien* v. *Lewis* (11 W. R. 318). The appeal must be dismissed, but, I think, without costs.

STIRLING, L.J.—All transactions between solicitor and client, which result in the solicitor's obtaining a benefit for himself, are subjected by courts of law to strict scrutiny, when called in question by the client, and are treated as imposing obligations on the solicitor of greater or less stringency. In some cases the obligation goes so far as almost to bind the solicitor to abstain altogether from a transaction of the kind. Thus a solicitor may not accept from his client, while the relation of solicitor and client exists, remuneration for his professional services beyond that to which he is legally entitled. Of the application of this rule *O'Brien* v. *Lewis* is a striking example. In the great majority of cases, however, the law does not exact so much. A solicitor may, for example, purchase from his client, but there is imposed on him the burden of proving that his client was fully informed, and duly and honestly advised, and that the price was just: see *Holman* v. *Loynes* (2 W. R. 205, 4 D. M. & G. 270). In the class of cases of which *Edwards* v. *Meyrick* (2 Hare 60) is a type, it is necessary that the solicitor should establish that he and his client were "substantially at arm's length and on an equal footing." In the present case the solicitors were retained by Mr. Ohlsen, now deceased, to act for him in negotiating and carrying into effect the purchase of certain patent rights. The solicitors had obtained from the vendor a commission note, under which they were entitled to a certain commission in the event of their introducing to him a purchaser. This commission note was handed to Mr. Ohlsen, and remained in his possession for some days previously to the contract of sale being entered into. The purchase was carried into effect, and the solicitors, with Mr. Ohlsen's knowledge, recovered payment of the commission from the vendor. After this Mr. Ohlsen died, and subsequently to his death the solicitors delivered a bill of costs to his executors, who have procured an order for its taxation. In the course of the taxation the executors have sought to charge the solicitors with the amount of the commission received by them, and the question is whether they are entitled so to do. I do not think that the rule applied in *O'Brien* v. *Lewis* governs this case, for the commission was paid, not by the client, but by the vendor as remuneration for services rendered to him. On the other hand, I think that the less stringent rule discussed in *Edwards* v. *Meyrick* does apply. I am fortified in this opinion by *Lyddon* v. *Moss* (7 W. R. 433, 4 De G. & J. 104). There Turner, L.J., holds that interest on costs, although in a sense an addition to remuneration allowed by law, may be bargained for, but only subject to the like obligations on the part of the solicitor as any other bargain. I think, therefore, that in the present case the solicitors were under an obligation to give the client full information, and to advise him, if and so far as necessary, with reference to the commission note. The solicitors have established that they did give him full information, but, if legal advice was necessary to be given by them, there is no evidence of their having given it. If the solicitors had not made full disclosure, it is quite clear that the client would have been entitled to recover the amount from them, but no case has been cited to shew that a person can recover a profit received, with full knowledge on his part, by one standing in a fiduciary position towards him. It was unnecessary that the solicitors should inform the client that they would have been liable to him if they had not given him the information which they did, and, so far as I have as yet stated the facts, more was not required of them. It appears, however, that the solicitors not only received the commission which they received from the vendor with the knowledge of their client, but bargained with him that they should be allowed what is termed a reasonable commission (of which the suggested amount was £250) from himself in the event of their not being able to recover a commission from the vendor. To that state of things the more stringent rule to which I have referred does appear to me to apply. In *O'Brien* v. *Lewis* the promise of additional remuneration appears to have been volunteered by the client, and Lord Westbury says that the solicitors ought to have said that they could accept no such thing, and that it was the bounden duty of the solicitors not to accept such a promise. Still more was it the duty of the solicitors in the present case to abstain from making such a bargain as they did. Since the date of the decision in *O'Brien* v. *Lewis* the Attorney and Solicitors' Remuneration Act, 1870, has been passed, and solicitors may make bargains with their clients as to their remuneration, which were previously inadmissible, but such agreements are fenced by safeguards imposed by the Legislature, which have not been observed by the solicitors in the present case, nor were they brought to the notice of the client. It is quite true that the bargain has not been enforced, and, in the events which happened, came to nothing; but the fact of its existence affords some evidence that the solicitors and their client were not dealing at arm's length and on an equal footing. It appears to me, however, that in such circumstances the remedy of the client is not to recover the amount of the commission paid to the solicitors by the vendor, but to set aside the transaction between himself and the solicitors. That relief cannot, however, be given in the present proceedings. I think, therefore, that the appeal ought to be dismissed. Although I have rested my judgment on the grounds which I have stated, it must not be understood that I disagree with what has been said by Vaughan Williams, L.J.

COZENS-HARDY, L.J., said that he had had an opportunity of reading the judgment of Vaughan Williams, L.J., which so entirely expressed his own view that he would not add anything.—COUNSEL, *Wilkinson; J. B. Matthews.* SOLICITORS, *Greenop & Son; Haslam & Hiet Evans.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

NOTICE.

A special general meeting of the members of the Incorporated Law Society will be held in the hall of the society on Friday, the 25th of April, at 2 p.m. precisely.

By order, (Signed) E. W. WILLIAMSON, Secretary.

THE GENERAL COUNCIL OF THE BAR.

The annual statement 1901-1902, which has just been issued, refers, among other matters, to the following:

The Compilation and Publication of the Cause Lists in the King's Bench Division.—It will be remembered that the last annual statement of the Council dealt at length with this matter, and recommended various additions and amendments to the resolutions of the judges, dated the 24th of May, 1894, and to the official regulations for the issue of weekly lists at *Nisi Prius*, which were set out in the annual statement, and as there stated, submitted to the Lord Chancellor and the Lord Chief Justice, who promised to give the same their careful consideration. Subsequently copies were furnished for the use of the judges of the King's Bench Division. The Council have reason to believe that their recommendations have been under the consideration of the judges, but they have not yet received information as to whether any decision on the matter has so far been arrived at.

Re The Appointment and Duties of the Masters of the Supreme Court.—The Council having appointed a special committee to inquire into and report upon the alteration of the appointment and duties of the masters of the Supreme Court, the committee presented the following report, which was adopted by the Council: "Your committee have been informed that a Central Taxing Department in the Royal Courts of Justice has been brought into existence, to which the taxation of all costs in the King's Bench and Chancery Divisions of the High Court is referred. To this department have been transferred the taxing-masters of the Chancery Division, and three masters to be taken from the King's Bench Division. Two at least of these three masters are, the committee understand, to be solicitors, so that at least two posts for appointment to which barristers have hitherto been eligible and have usually been selected, will be henceforward filled exclusively by members of the other branch of the profession. Your committee regret that it was not thought right to give the Council an opportunity of expressing their opinion upon a change of this importance before it was resolved upon, and think that in future provision should be made for rendering barristers eligible for offices other than taxing mastersbips in the High Court of Justice similar to those from which by this alteration they have been excluded. If the Council see fit to adopt this report your committee recommend that its purport should be communicated to the Lord Chancellor, the Lord Chief Justice, and the Master of the Rolls." In accordance with the recommendation of the committee, the purport of their report has been brought to the notice of the Lord Chancellor, the Lord Chief Justice, and the Master of the Rolls.

Special Fees at Assizes.—It will be remembered that in the annual statement for 1899-1900 the Council reported as follows: "That the universal practice of the circuits since June, 1876 (when the matter was considered by a joint committee of all the circuits), is to require that a counsel going special on to one circuit from another circuit should if a Queen's Counsel have a special fee of 100 guineas, and if a junior a special fee of fifty guineas, in addition to the brief fee, and that one member of the circuit should be employed on the side on which the counsel comes special. The leaders of the Chancery bar approve of a rule that a similar practice should be adopted in the case of a Chancery Queen's Counsel appearing on any circuit of which he is not a member, but the juniors of the Chancery bar who are not members of any circuit claim the right to hold a brief in any case commenced in the Chancery Division which is tried on circuit. The Council recommend that the rule should be, that the amount of special fees should be as above, and that one member of the circuit should be employed on the side where the counsel comes special; and the Chancery juniors who are not members of any circuit should be allowed to hold briefs in cases commenced in the Chancery Division in which they have drawn the pleadings, but which are tried on circuit, provided that one member of the circuit be employed with them." The Council have to report that they have since received resolutions from all the circuits declining to adopt the recommendation of the Council that Chancery juniors who are not members of any circuit should be allowed to hold briefs without a special fee in cases commenced in the Chancery Division in which they have drawn the pleadings, but which are tried on circuit, provided that one member of the circuit be employed with them.

Sir Robert Finlay, K.C., M.P., will preside at the annual meeting of the bar, which will be held in the old dining-hall, Lincoln's-inn, on Tuesday, the 15th of April, at 4.15.

COMPANIES.

ATLAS ASSURANCE COMPANY.

ANNUAL COURT.

The annual general court of proprietors of the Atlas Assurance Company (Limited) was held on Tuesday at the company's house in Cheapside, Mr. C. A. PRESCOTT, the chairman, presiding.

The report stated that in the life department 501 policies were issued, assuring £265,609, at annual premiums of £9,926 18s. 11d., and single premiums of £4,150 2s. 3d., of which £7,500 was reassured at annual premiums of £425, leaving the net new sums assured for the year £258,109, with annual premiums of £9,501 18s. 11d., and single premiums of £4 150 2s. 3d. There were issued in addition 10 leasehold policies for £10,500 at annual premiums of £347 8s. 5d. Proposals for £27,107 were declined. Claims arose under 163 life policies for £105,567 16s 3d., including bonus additions, a sum much within the amount expected. In addition 12 endowment assurances for £4,039 4s., 4 endowments for £400, and 2 leasehold assurances for £800 matured. The premium income amounted to £160,668 13s. 10d. The balance of the year's revenue, after providing for claims, expenses, and other outgoings, was £52,573. In the fire department the net premiums were £461,963 9s., and the losses amounted to £280,550 18s. 6d., being 60·7 per cent. of the premiums. The surplus for the year, being balance of profit and loss account, was £44,289 16s. 4d., which the directors had resolved to apply as follows: (1) In payment of a dividend for the year of 24s. per share (being 24 per cent. on the original paid-up capital), free of income tax, £28,800, of which 5s. per share was paid as an interim dividend on the 27th of September; the balance of 19s. per share would be payable on and after the 26th inst. (2) In adding to the fire fund £15 000, and to the reserve fund £489 16s. 4d., making a total of £44,289 16s. 4d. The fire and reserve funds would then stand at £489,267 10s.; the total assets of the company now amounted to £2,483,661 13s. 2d. In pursuance of the resolution of the extraordinary general court of proprietors, held on the 26th of March, 1901, the company was incorporated on the 14th of June last by registration under the provisions of the Companies Act, 1862, as a company limited by shares.

Mr. S. J. PIPKIN, general manager and secretary, having read the notice convening the meeting,

The CHAIRMAN said: Gentlemen,—I should like to make a few remarks with regard to the report before I put it to the meeting: You will see in the fire account there is a growth of income of some £25,000. This is partly from new sources of business, but it is also from increased rates which have been in operation in various sections of our business where heavy losses have made such increase necessary. The losses work out at 60·7 per cent.—about 1 per cent. higher than the previous year; the cost of working the fire business has been reduced by a little more than ½ per cent. mainly owing to our having discontinued certain sections of unprofitable business where the cost of procuring the business had been heavy and we have more than made up the business thus given up by new business at a smaller cost. The surplus for the year on the fire account is £25,500. There is just about £1,000 less than the previous year. Considering the enormous number of fires which have taken place during 1901 we do not consider this account altogether unsatisfactory, especially as it enables us with other sources of income shewn in the profit and loss account to provide for the same dividend as last year, and add some £15,489 to the fire reserve funds. Those funds will then stand, as stated in the account, at £489,000 in round figures, which represents about fifty three weeks' fire premium income. As regards the life account our increase of premium income is £3,500, although the new business has been so much smaller this year owing to the unsettled state in which our agents and connections were kept for some months of last year through various rumours which were flying about. The interest and dividends are only some £200 less that the previous year and the extra 2d. in the pound in the income tax which we have had to pay accounts for about £500, and as you are all aware certain classes of home securities have been paying smaller dividends; all this will account for the drop of £200 in our interest in spite of the fact that there has been a larger fund invested. Our claims have been some £17,000 less than the previous year and more than £50 000 less than what we might have expected. The commission and the expenses together work out also at about one-third of one per cent. less than the previous year, so that the transactions of the life department result in an excess of income over expenditure of £52,573—£20,000 of which has been carried to the life investment reserve fund, and the balance is left to increase the ordinary life fund by a sum of £32,000. I think you will consider it satisfactory that the life revenue account should shew a surplus on the year—in round figures—of £52,500 Turning to the balance-sheet, I am happy to say that the market value of the proprietors' investments at the 31st of December last was nearly £14,000 above the figures shewn in the balance-sheet before you. With regard to life investments, some of the items in that balance-sheet are still below the market value, and others are above. Meantime, as you will see, we have built up a special life reserve fund, which now stands at about £50,000, to cover any possible depreciation which we may experience should we have to realize any of these securities before the close of the present quinquennium. As you will have seen from the report, we are losing our esteemed colleague, Mr. John Oliver Hanson, who has sat continuously on this board for the last thirty-seven years, and for the last twenty-three has been a trustee of the company. In Mr. Goschen, whose election will be proposed to you shortly, we believe we shall have a colleague worthy to succeed Mr. Hanson, and likely to benefit the company. With regard to our fire business, what we want is more business of a select nature, the non-hazardous business of this kingdom, and here our shareholders could help us materially. You will also notice from the report

that the company was incorporated on the 14th of June last by registration as a limited company. The proprietors fully understood the step before authorizing the same, and I need say nothing more than that the directors are entirely satisfied as to the wisdom of the course they have taken. In very many ways great convenience and saving of time and expense will accrue. The only regrettable feature about it is the cost of the transaction; you will see this is put in the profit and loss account at some £4,600—more than £3,000 of which was the fee paid to the Government for the privilege of doing it; this is, however, unavoidable, and will be recouped, we believe, in the course of years. It would not seem right to close my remarks without making an allusion to the recent attempt an amalgamating with the Phœnix Insurance Co. As you will remember, the matter was very fully explained to you at the special meeting held in September last, and acting upon the authority given by the shareholders the necessary steps were proceeded with. We knew of certain difficulties, but, acting upon counsel's advice, we thought we saw a way through them; it was found, however, consequent upon the decision of the Court of Chancery, whose approval we were compelled by law to obtain, that a very long delay—probably eighteen months—would have to take place before the amalgamation could be accomplished and during all that time there would be no certainty that at the end of the time the amalgamation would be permitted. The board therefore very carefully reviewed the position and felt that the best interests of the company would be served by at once breaking off negotiations rather than subjecting the agents and connections of the company to suspense for so long a period with the possibility all the time of its finally being frustrated. Accordingly we have abandoned all thoughts of amalgamation, which amalgamation did not originate with ourselves and was not sought by us. We believe our company to be thoroughly sound, having a valuable and growing connection, and we propose to continue our career of cautious development, to build up our reserves proportionate to the growth of our business and to make the name of the Atlas more than ever respected and trusted all the world over. I shall be glad to hear the remarks of any shareholder and will endeavour to answer them. I beg to move the adoption of the report.

Mr. J. P. CURRIE (deputy-chairman) seconded the motion.

Mr. MONTAGUE HERBERT said he saw nothing in the account as to any remuneration to the staff for the extra work they must have had in connection with the amalgamation proceedings.

The SECRETARY said the directors had treated the staff, as they always did, very handsomely in the matter. Naturally this would not be set out in the accounts.

The report was unanimously adopted.

On the motion of Mr. FREDERICK GREENE, seconded by Mr. F. ALEXANDER JOHNSTON, the retiring directors—viz., the Chairman, the Deputy-Chairman, and Mr. W. Cotton Curtis, were re-elected.

On the motion of the DEPUTY-CHAIRMAN, seconded by Mr. GARDINER, Mr. W. H. Neville Goschen was elected a director in the place of Mr. J. Oliver Hanson, who went out of office in rotation, and did not seek re-election.

On the motion of Mr. G. SIMPSON, seconded by Mr. W. SIMPSON, the auditors, Messrs. Price, Waterhouse, & Co., were re-elected.

On the motion of Mr. RIDER, seconded by Mr. HERBERT, a vote of thanks was passed to the chairman and directors.

Mr. W. HUNTER moved a vote of thanks to the general manager and secretary and to the staff. It was a matter of congratulation that the company possessed such a staff.

Mr. J. S. COX seconded the motion, and it was carried.

The SECRETARY, returning thanks, said he had been glad to hear the chairman's reference to the foreign representatives. They would read the accounts of the meeting, and it would be a source of inspiration to them in working for the benefit of the company.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. RICHARD HOLMES, town clerk of Arundel, and a member of the firm of Messrs. Holmes, Lear, & Beldam, solicitors, of Arundel, Littlehampton, Crawley, and Pulborough. Mr. Holmes was admitted in 1880, and succeeded his father as town clerk of Arundel some years ago. He was also clerk to the borough and county magistrates, and clerk to the Lyminster School Board.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ROBERT HARDING MILWARD, JOHN HENRY MILWARD, and CHARLES FAIRFAX CROWDER, solicitors (Milward & Co.), Birmingham. So far as regards the said Charles Fairfax Crowder, who retires from the said firm. March 17.

ROBERT HARDING MILWARD, JOHN HENRY MILWARD, CHARLES FAIRFAX CROWDER, and CHARLES PIPER, solicitors (Milward & Co.), Mowbray House, Norfolk-street, Strand, London. So far as regards the said Charles Fairfax Crowder, who retires from the said firm. March 17.

[*Gazette*, March 21.

GENERAL.

The Royal Assent was given on Tuesday in last week to the Consolidated Fund (No. 1) Bill.

Lord Ashbourne will preside at the annual dinner of the United Law Society, which will take place at the Hotel Cecil on Thursday, April 24 next.

The names of the candidates for the vacant position of Town Clerk of the City continue to be received at the Guildhall. Among the latest are, says the *Times*, the following: Mr. A. A. Baumann, barrister, who represented the Peckham division of Camberwell in Parliament from 1885 to 1892; Mr. J. H. Ellis, the town clerk of Plymouth and a former town clerk of Southport; and Mr. E. Mawdesley, the town clerk of Croydon, who for many years occupied a similar position at Dewsbury.

A Bill which was recently introduced in the Quebec Legislature, seeking to restrict appeals to the Imperial Privy Council, having met with strong opposition from members of the bar and from leading corporations has, says the *St. James's Gazette*, been withdrawn by its proposer. The chief members of the Government also opposed the measure, the introduction of which was due to the reversal by the Privy Council of the decisions of all the Canadian courts in the case of *Roy* v. *The Canadian Pacific Railway*.

The question of the right of a woman to practise law in Maryland is, says the *Albany Law Journal*, settled in the opinion of Chief Justice McSherry in the case of *Re Maddox* (50 Atlantic Reporter, 487). The court holds that the right to practise law is not a natural right, inherent in everyone, but is dependent upon legislative authority, and points out that the constitution provides that any male citizen of Maryland possessing specified qualifications might be admitted to practice. The amendment of 1898 changes the method of admission, but makes no change in the class of persons entitled to admission. Considerable stress was laid upon the fact that the Code declares that the masculine gender includes all genders except where such construction would be absurd or unreasonable. The court holds, however, that since women are not eligible to practise law at the common law, and statutes in derogation thereof are to be strictly construed, this article of the Code cannot be construed to mean an authorization for the admission of women.

Mr. Justice Wills presided at the annual meeting of the Metropolitan Discharged Prisoners' Aid Society, held last week. In moving the adoption of the report, he said that the society did an admirable work and deserved sympathy and support. Many discharged prisoners were dealt with who were not properly termed criminals, but who might become so if a helping hand were not held out to them. A large number of the cases were those of first offenders. These formed the more hopeful portion of the community in which the organization was interested. It was found that 60 or 70 per cent. of their successful cases were made up of first offenders. Of those who had been twice to prison the percentage was enormously diminished. He thought it was extremely desirable to prevent people from going back to prison again and again, as, from his experience, those who did so were hopelessly ruined. The Lord Chief Justice, in seconding the motion, said that the society was doing a very great deal for the poor men and women who were discharged from prison, which was the time when they needed help. Sir Robert Anderson supported the resolution, and it was agreed to.

In the City of London Court, on the 17th inst., in an action for calls on shares in a company, judgment was entered for the defendant, with costs. Mr. Armitage, the solicitor for the plaintiffs, asked for leave to appeal, as the case was of importance to a large number of persons. The judge, according to the *City Press*, said he did not like to give leave in such a case. It had been conducted before him by a solicitor, and in the Divisional Court counsel only had audience. It was not fair to the judge who had heard the case in the county court for it to be argued in the Divisional Court by someone who was not in it in the court below. If Mr. Armitage could be heard in the Divisional Court he would give leave to appeal. Mr. Armitage hoped that that would not be laid down as a rule. It would be very hard on all the solicitor-advocates who practised there. The judge said he must consider his own position in regard to the matter. Mr. Armitage said he would not be allowed to raise by his counsel in the Divisional Court any points which he himself had not taken before the judge in the city court. It was only because the amount in that case happened to be under £20 that he wanted the leave of the court. If he brought another action in one of the other cases where the sum in question was over £20, he could appeal without leave. The judge thought that had better be done. He refused to give leave to appeal.

At a meeting of the Institute of Secretaries held last week a lecture was delivered by Mr. W. Donaldson Rawlins, K.C., on "The Companies Clauses and Companies Acts." Mr. Rawlins said that the question naturally arose as to why there existed, side by side, two classes of companies—one governed by the Clauses Act and the other by the Companies Act. The former were companies—such as railway and canal companies—whose objects could not be achieved without the possession of statutory powers for acquiring land, and so on. For this purpose, application had to be made to Parliament for a special Act. When these companies became numerous, it was found desirable, in order to secure uniformity, to embody a set of provisions in one Act, and to make it generally applicable to all companies from time to time incorporated by special Acts. This was the Companies Clauses Act of 1845. Meanwhile the promoters of a host of other companies who wished to obtain the advantages of incorporation without incurring the trouble and expense of applying to Parliament had succeeded in extorting an increasing measure of recognition from the Legislature. The principle of limited liability was applied to registered companies. Both classes were joint stock companies, and enjoyed, or might do so, the advantage of limited liability. Companies which obtained incorporation by registration, however, must, if registered with limited liability, emphasize that fact by putting the word "limited" at the end of their names. He then proceeded to speak of various

resemblances and differences between the two classes of companies. A discussion followed.

At the Bow-street police-court on the 20th inst., says the *Times*, Albert Cookson Carling, a solicitor's clerk, living at Hove, was charged on a warrant with forging and uttering a cheque for £25. Mr. Watts, barrister, who appeared for the prosecution, said that the prisoner had for three years been managing clerk to Messrs. Webster & Webster, solicitors, of Lincoln's-inn-fields. They were solicitors to Mrs. Lucy Mary Thompson, the sole acting trustee of the estate of the late Mr. Thomas Smith, and a special account of the funds of that trust was kept by them at the Union Bank of London, Chancery-lane branch. About the beginning of February the prisoner was directed to draw two cheques for £48 and £56 respectively on that account, and he then appeared to have abstracted four forms from the cheque-book and absconded. On the 4th of February, Mrs. Thompson, who lived at Reigate, received a telegram purporting to have come from Messrs Webster & Webster that someone would call upon her to obtain her signature to certain documents That night the prisoner called, and produced the two cheques for £48 and £56, together with one for £25, drawn in favour of Mr. Gilbert, the accountant of the trust, and at his request she signed them. The prisoner afterwards obtained payment for the three cheques, after forging the indorsement on the one for £25. Counsel added that a bank-note given in exchange for one of the cheques had been traced to betting agents in Flushing. The prisoner, who said he owed his downfall to moneylenders, was committed for trial.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BELLEVUE CONSOLIDATED, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 1, to send their names and addresses, and particulars of their debts and claims, to Julius W. H. Byrne, 81, Gracechurch st. Burn & Berridge, Old Broad st, solors to liquidator

CAERLEON GAS CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 1, to send their names and addresses, and particulars of debts and claims, to Henry Le Brasseur, Gloucester Bank chmbrs, Newport, Mon

COVENTRY COMPONENTS, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and particulars of their debts or claims, to Herbert Lakin-Smith, 23, Waterloo st, Birmingham

GLOBE CONTRACT AND DEVELOPMENT SYNDICATE, LIMITED—Creditors are required, on or before May 24, to send their names and addresses, and the particulars of their debts or claims, to Albert Herbert Bach 25 Ainger rd, Primrose Hill. Benjamin, Coleman st, solors for the company

LONDON AND COUNTY INDUSTRIAL ACCIDENT AND GENERAL ASSURANCE CO, LIMITED—Petn for winding up, presented March 14, directed to be heard on April 9. Glaster, 47, Essex street, Strand, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 8

MECHANICAL PAINTING AND SCALING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to Robert Warner, 10, Walbrook

MINNERI MINES (GOLD COAST) SYDICATE, LIMITED—Creditors are required, on or before April 19, to send their names and addresses, and the particulars of their debts or claims, to William Henry Parry, F 18, Exchange bldgs, Liverpool

UNLIMITED IN CHANCERY.

WEST INDIA AND PACIFIC STEAMSHIP CO'S MUTUAL BENEFIT SOCIETY—Petn for winding up, presented March 19, directed to be heard at the Court House, Government buildings, Victoria st, Liverpool, on April 25, at 10. Miller & Co, 43 Castle st, Liverpool, solors for the petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 24

London Gazette.—TUESDAY, March 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

B WHITWORTH & BROTHERS, LIMITED—Creditors of the above, and the late firm of B Whitworth & Brothers, Manchester, are required, on or before April 22, to send their names and addresses and the particulars of their debts or claims, to Lawrence Lancelot Samuels, 7, Norfolk st, Manchester.

DOE PORTABLE ELECTRIC LIGHT AND POWER SYNDICATE, LIMITED—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to G. H. Tyler, 58, New st, Birmingham

HAY'S HYGIAN FLOUR MILLS, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Mr. Walter Fred Harris, Bank chmbrs, Parliament st, Hull. Holden & Co, Hull, solors to liquidator

PEAT PRODUCTS, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, to H H. Kinloch, 14, at Turnstile, Holborn

SYNCHRONOME SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to Hope-Jones & Robertson Terrell & Co, 14, Copthall av, solors to liquidators

WEST WORTHING CLUB CO, LIMITED—Creditors are required, on or before April 9, to send their names and addresses, and the particulars of their debts or claims, to Ralli & Co, care of Bennett & Marsh, Chapel rd, Worthing

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 18.

ADAMS, CHARLES LEWIS, Dover May 1 Stroud, Cheltenham

ANANIADI, GREGORI, Withington, Manchester, Merchant April 22 Payne & Co, Manchester

BARING, Lieut HENRY ALEXANDER, Shepherd's Bush April 15 Brooks & Co, Godliman st, Doctors commons

BETHUNE, ALEXANDER MACKENZIE, Upper Norwood April 21 Dommett & Son, Gresham st

BIRAM, SARAH ANN, Halifax April 25 Longbotham & Sons, Halifax

BIRCH, Rev Canon EDWARD JONATHAN, Overstone Rectory, Northampton May 31 Vickers & Co, Sheffield

BLOXAM, EMILY, South grove, Highgate April 24 Bloxam & Co, Lincoln's inn fields

BLOXAM, JANE, Highgate April 24 Bloxam & Co, Lincoln's inn fields

BLOXAM, LOUISA, Highgate April 24 Bloxam & Co, Lincoln's inn fields

BROOKS, ALFRED COX, Kealake rd, Kensal Rise April 12 G & M Goodman, St Helen's pl

BROWN, WALTER, Fulham rd, Baker March 31 Mercer, Uxbridge

BURROW, ELIZA, Shepherd's Bush April 24 Fox, Paddington

CAMPBELL, ANDREW, Navenby, Lincs, Surgeon May 18 Toyabee & Co, Lincoln

CHAMBERLAIN, Field Marshal Sir NEVILLE BOWLES, GCB, GCSI, Lordswood, nr Southampton May 1 Gasquet & Metcalfe, Gt Tower st

COLES, ALFRED THOMAS, Tunbridge Wells, Builder March 31 Harris, Tonbridge

COLMAN, TIMOTHY, East Harling, Norfolk, Farmer May 1 Tillett & Co, Norwich

DAVIDSON, JOHN WILLIAM, Kingston on Thames April 15 Charlton & Baker, Kingston on Thames

DEFRIES, HENRY, Cleveland gdns, Bayswater, Manufacturer April 18 Styer, Threadneedle st

EVANS, LEWIS, Llanelityd, Merioneth, Mineral Water Manufacturer April 15 Griffith & Co, Dolgelley

FARRAR, HENRIETTA ANNE, Cranbrook, Kent April 30 Philpott & Murton, Cranbrook

FILLEUL, AUGUSTUS PHILIP, Newport, Mon April 30 Vaughan & Roche, Cardiff

FOWLER, JOHN, Scarborough, Shipowner May 2 Hick & Co, Scarborough

GABBUTT, ISAAC, Low Crookleth, Bilsdale, York, Farmer April 28 Carrick, Stokesley

GILLESPIE, HUGH JAMES, Windsor April 29 Corbould, Cavendish sq

GOBING, ELIZA, Smethwick, Staffs May 1 Homfray & Co, Brierley Hill, Staffs

GRIFFITHS, DAVID, Liverpool, Master Carter April 15 Lewis & Co, Liverpool

HAMMERSLEY, FREDERICK, Aldershot April 23 Fladgate & Co, Craig's ct, Charing cross

HENDERSON, GEORGE, Bodmin April 8 Pethybridge, Bodmin

HENLY, JOHN BRYAN, East Parade, Carmarthen May 31 Barker & Co, Carmarthen

HOLDICH, BENJAMIN EDWARD, Peterborough, Furniture Dealer April 30 Wilson, Peterborough

JONES, HENRY, Bournemouth, Iron Manufacturer May 20 Broomhead & Co, Sheffield

JONES, LOUISA HARRIETTE, Regent st May 1 Sheehy, Coleman st

KEIGHLEY, WILLIAM Harrogate, Hotel Keeper April 10 Rhodes, Bradford

KIRBY, WILLIAM, Bedale, Yorks April 19 Spink & Brown, York

LAKE, MARGARET, Warrington April 28 Browne & Crompton, Warrington

LEWIS, GEORGE, Wellington, Salop Baker April 25 Cartane, Wellington

MCMYNN, ROBERT, Liverpool April 30 Geddes, Liverpool

MATCHETT, HARRY, Sutton Coldfield April 30 Smith, Birmingham

MITCHELL, JAMES HERBERT, Sowerby, near Halifax, Farm Labourer April 14 Farrar & Crowther, Bradford

OSWELL ERMINE BASNETT, Ruyton, Salop April 19 Jackson, Oswestry

PETTIT, ARTHUR, Rock Ferry, Chester, Stationer May 3 Johnson, Liverpool

PHILLIPS, GEORGE, Scanen, Cornwall, Farmer April 30 Trythall & Bodilly, Penzance

POULTON, JOHN, Blackburn, Joiner April 19 Marriott, Blackburn

REEVE, SAMUEL UVEDALE, Hammersmith May 1 Church, Lincoln's inn fields

RICHARDS, EDWIN, Madron, Cornwall April 30 Trythall & Bodilly, Penzance

ROOTSEY, EMMA, Kensington April 21 Cooper & Bake, Portman st, Portman sq

SEPHTON, FRANCIS JAMES, Sheffield, Clerk of Works April 30 Howe, Sheffield

SMITH WILLIAM KENYON, Leeds, Potato Merchant March 31 Tempest, Leeds

SOUTHERTON, JOHN, Birmingham, Brassfounder April 14 Williams, Birmingham

STRETCH, HARRY, Hanley, Beerseller April 14 Heath, Hanley

SUTHERLAND, BENJAMIN JOHN, Newcastle upon Tyne, Merchant May 1 Joel & Parsons, Newcastle upon Tyne

THORNE, MARIA, Sheffield April 23 Kesteven, Sheffield

VIPAN, HARRIET, Stibbington Hall, Hunts April 12 Percival & Son, Peterborough

WALTON, JOHN WARREN, Brooks Bar, Manchester April 23 Williamson, Manchester

WHARTON, GEORGE WILLIAM, Bolton, Bank Actuary April 15 Haslam, Bolton

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 21.

RECEIVING ORDERS.

ANDERSON, CHARLES, Hebburn, Durham. Boot Maker Newcastle on Tyne Pet March 19 Ord March 19

ARMSTRONG, GEORGE, Scarborough, Commercial Traveller Scarborough Pet March 7 Ord March 17

ASH T J, Harrow rd Paddington, Cab Proprietor High Court Pet Feb 28 Ord March 18

ATTKINS J, Barking rd, Poultry Merchant High Court Pet Feb 27 Ord March 18

BARKER, JOSEPH EDWIN, Heckmondwike, Leather Lace Manufacturer Dewsbury Pet March 17 Ord March 17

BELLAMY, HENRY, Sheffield, Saddler Sheffield Pet March 17 Ord March 17

BENCH, EDWIN, Birmingham, Baker West Bromwich Pet March 19 Ord March 19

BENNETT, HENRY JOSEPH, Bedminster Down, Bristol, Nail Caster Bristol Pet March 18 Ord March 18

BENTHAM, HARRY, Streatham Hill, Contractor Wandsworth Pet March 17 Ord March 17

BOULTER, ALFRED GEORGE, and JOSEPH THOMAS VICKERY, Erith, Kent, Builders Rochester Pet March 17 Ord March 17

CALEY, EDWARD CONNELL, Burton Pidsea in Holderness, Agricultural Engineer Kingston upon Hull Pet March 18 Ord March 18

CALLOW, WILLIAM OBEY, Lisgard Birkenhead Pet Feb 8 Ord March 17

CAREY, FREDERICK MURDOCK, Maidstone, Confectioner Canterbury Pet March 18 Ord March 18

CARTWRIGHT, MARCUS GAGE, Strand, Glove, Woollen Cloth Manufacturer Gloucester Pet March 5 Ord March 17

CHILDS, HORACE EDWARD, Petworth, Sussex, Farmer Brighton Pet March 18 Ord March 18

COLLINS, CHARLES WILLIAM FIELD, Bootle, Picture Dealer Liverpool Pet March 17 Ord March 17

CRABB, ALFRED, Carmarthen, Boot Dealer Carmarthen Pet March 17 Ord March 17

CRAVEN, HALLIDAY, and JIM CRAVEN, Baildon, Yorks, Joiners Leeds Pet March 18 Ord March 18

DEAN, HENRY JOHN, Beckenham, Coachbuilder Croydon Pet March 15 Ord March 15

DENHAM, WILLIAM GEORGE, Bournbrook, Worcester, Grocer Birmingham Pet March 17 Ord March 17

DOSWELL, A H, Great Elm, Somerset, Commercial Clerk Frome Pet March 7 Ord March 17

GLENNERSTER, WALTER TURNER, Watford, Herts, Bootmaker St Albans Pet March 18 Ord March 18

HANNANT, EDGAR, Gt Yarmouth, Hairdresser Gt Yarmouth Pet March 19 Ord March 19

HARRIS, JOHN PHILLIP, Rhyl, Flints, Printer Bangor Pet March 17 Ord March 17

HUDSON, DICK, Lowestoft, Coal Merchant Gt Yarmouth Pet March 17 Ord March 17
ILLSLEY, JOHN THOMAS GILBERT, Blackfordby, Leicester, Labourer Burton on Trent Pet March 15 Ord March 15
JONES, BENJAMIN, West Bromwich, Staffs, Poulterer West Bromwich Pet March 17 Ord March 17
JONES, HENRY, Pwllheli, Coal Merchant Portmadoc Pet March 18 Ord March 18
MCDOUGALL, RONALD, Liverpool, Agent Liverpool Ord March 18
MITCHELL, SPENCER, Brighton, Tutor Brighton Pet Jan 8 Ord March 17
MOUNSEY, GEORGE, Morecambe, Butcher Preston Pet March 17 Ord March 17
OWEN, JOHN, Penrhyndeudraeth, Merioneth, Farmer Portmadoc Pet March 14 Ord March 14
PALLISER, JOHN WILLIAM, Bradford, Labourer Bradford Pet March 19 Ord March 19
PANTIKIAN, HAGOP, Monton Green, nr Manchester, Grey Cloth Agent Manchester Pet March 4 Ord March 17
PATTERSON, JOHN, Benton, Northumberland. Builder Newcastle upon Tyne Pet March 17 Ord March 17
PEARL, ABEL, Fournier st, Spitalfields, Trimming Seller High Court Pet Feb 1 Ord March 19
PETREE, MARSHALL, Sheffield, Engineer Sheffield Pet March 18 Ord March 18
PYRAH, HENRY, Morecambe Preston Pet March 18 Ord March 18
ROBERTS, ARTHUR WALTER, and RICHARD MORLEY TOMLINSON, Bramley, Leeds, Engine Packing Manufacturers Leeds Pet March 17 Ord March 17
ROBSON, BERTRAM MONTAGUE, Birmingham, Metal Broker Birmingham Pet Feb 3 Ord March 17
SMITH, J, Canning Town, Carman High Court Pet Feb 27 Ord March 17
STANDLEY, HENRY, Wealdstone, Smith St Albans Pet March 15 Ord March 15
THOMAS, ELLIS, Red Lion st, Draper High Court Pet Feb 25 Ord March 17
WHEELER, ANNIE, Openshaw, Manchester, Baker Manchester Pet Feb 25 Ord March 17
WILDY, FREDERICK CHARLES, Hampstead, Builder High Court Pet March 17 Ord March 17
WILLIAMS, EDITH ELIZABETH, Rhyl, Coachbuilder Bangor Pet March 18 Ord March 18
WILLIAMS, JAMES, Argoed, Mon, Collier Gloucester Pet March 19 Ord March 19

FIRST MEETINGS.

ANDERSON, CHARLES, Hebburn, Durham, Boot Maker April 1 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
ASH, T J, Fulham pl, Harrow rd, Cab Proprietor April 4 at 2 Bankruptcy bldgs, Carey st
ATTKINS, J, Barking rd, Essex, Fish Merchant April 7 at 12 Bankruptcy bldgs, Carey st
BOULTER, ALFRED GEORGE, and JOSEPH THOMAS VICKERY, Wilmington, nr Dartford, Builder April 7 at 11.30 115, High st, Rochester
BURTON, EDWARD WRIGHT, Aylsham, Norfolk, Blacksmith March 29 at 12 Off Rec, 8, King st, Norwich
CRABB, ALFRED, Carmarthen, Boot Dealer April 2 at 11.30 Off Rec, 4, Queen st, Carmarthen
ELLIS, ROSA, St Leonards on Sea, Boarding House Proprietor April 15 at 3 County Court Office, 24, Cambridge rd, Hastings
FITTON, ROBERT TAYLOR, Oldham, Brush Maker April 4 at 11.30 Off Rec, Bank chmbrs, Queen st, Oldham
GUTTERIDGE, THOMAS, Blackburn, Insurance Agent April 2 at 11.15 Off Rec. 14, Chapel st, Preston
HALE, CHARLES HENRY, Holmwood rd Brixton hill, Fruiterer April 8 at 12 Bankruptcy bldgs, Carey st
HENRY, JAMES, Stroud, Draper April 3 at 3.15 Imperial Hotel, stroud
JEFFERIES, JONAS DALE, Wellington, Salop, Straw Dealer April 2 at 12.45 County Court Office, Madeley
KEITLE HENRY ARTHUR, Bournemouth, Grocer April 4 at 12 Bankruptcy bldgs, Carey st
LAKE, EDWARD AMMANFORD, Carmarthen, Tailor April 3 at 11 Off Rec, 4, Queen st, Carmarthen
LEEDALE, ALICE ANN, Smallbridge, nr Rochdale, Oil Merchant April 8 at 11.15 Townhall, Rochdale
MABBOTT, CHARLES HENRY, Norwich, Upholsterer March 29 at 1 Off Rec, 8, King st, Norwich
MCKNIGHT, JAMES, Blackburn, Draper's Assistant April 2 at 11 Off Rec, 14, Chapel st, Preston
O'DONNELL, JAMES JOSEPH, H M Gaol at Walton, Liverpool, Surgeon April 1 at 3 19, Exchange st, Bolton
OWENS, OWEN, Llanberis, Carnarvon, School Attendance Officer April 3 at 11.30 Ship Hotel, Bangor
PANTIKIAN, HAGOP, Monton Green, nr Manchester, Grey Cloth Agent April 4 at 2.30 Off Rec, Byrom st, Manchester
PARKER, ALBERT EDWARD, Topsfield parade, Crouch End, Glass Merchant April 3 at 11 Bankruptcy bldgs, Carey st
PATTERSON, JOHN, Benton, Northumberland, Builder April 1 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
PEARL, ABEL, Fournier st, Spitalfields, Trimming Seller April 4 at 11 Bankruptcy bldgs, Carey st
PHELPS, JAMES, Dorchester, Provision Merchant April 1 at 12.30 Off Rec, City chmbrs, dalisbury
PRINTER, EDWARD, Norwich, Horse Dealer March 29 at 12.30 Off Rec, 8, King st, Norwich
RIGDEN, WILLIAM ATTWOOD, Bampton, Oxford, Solicitor April 2 at 12 1, St Aldate's, Oxford
SMITH, J, Canning Town, Carman April 7 at 11 Bankruptcy bldgs, Carey st
STANDLEY, HENRY, Wealdstone, Smith April 2 at 3 Off Rec, 95, Temple chmbrs, Temple av
THOMAS, ELLIS, Red Lion st, Draper April 7 at 12 Bankruptcy bldgs, Carey st
WAITE, GEORGE BENJAMIN, Royton, Lancs, Stone Dealer April 4 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
WALLER, EDWARD, Deal, General Dealer April 3 at 9 Off Rec, 68, Castle st, Canterbury
WHITTAKER, AMBROSE, Clough Fold, Lancs April 8 at 11.45 Townhall, Rochdale
WILDY, FREDERICK CHARLES, Hampstead, Builder April 9 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

AYREY, ROBERT, Darlington, Flour Dealer Stockton on Tees Pet Feb 26 Ord March 18
BARKER, JOSEPH EDWIN, Heckmondwike, Leather Lace Manufacturer Dewsbury Pet March 17 Ord March 17
BELLAMY, HENRY, Sheffield, Saddler Sheffield Pet March 17 Ord March 17
BENCH, EDWIN Birmingham, Baker West Bromwich Pet March 19 Ord March 19
BLENKINSOPP, RICHARD, Consett, Durham Durham Pet Feb 24 Ord March 17
BOROVSKY, ISAAC, and EMANUEL WEINBAUM, Hatton garden, Diamond Merchants High Court Pet March 5 Ord March 19
BURTON, WILLIAM HENRY, High st, Marylebone, Brakesman High Court Pet Feb 7 Ord March 18
CASEY, FREDERICK MURDOCK, Maidstone, Confectioner Canterbury Pet March 18 Ord March 18
CHILDS, HORACE EDWARD, Petworth, Sussex, Farmer Brighton Pet March 18 Ord March 18
COLLINS, CHARLES WILLIAM FIELD, Bootle, Lancs, Picture Dealer Liverpool Pet March 17 Ord March 18
CRABB, ALFRED, Carmarthen, Boot Dealer Carmarthen Pet March 17 Ord March 17
CRAVEN, HALLIDAY, and JIM CRAVEN, Baildon, Yorks, Joiners Leeds Pet March 18 Ord March 18
DEAN, HENRY JOHN, Beckenham, Coach Builder Croydon Pet March 15 Ord March 15
DENHAM, WILLIAM GEORGE, Bournbrook, Worcester, Grocer Birmingham Pet March 17 Ord March 18
GLENNERSTER, WALTER TURNER, Watford, Herts, Bootmaker St Albans Pet March 18 Ord March 18
HADIDA, HENRY, Coleman st, Financial Agent High Court Pet Feb 4 Ord March 17
HANNANT, EDGAR, Gt Yarmouth, Hairdresser Gt Yarmouth Pet March 19 Ord March 19
HARRIS, JOHN PHILLIP, Rhyl, Flints, Printer Bangor Pet March 17 Ord March 17
HUDSON, DICK, Lowestoft, Coal Merchant Gt Yarmouth Pet March 17 Ord March 17
ILLSLEY, JOHN THOMAS GILBERT, Blackfordby, Leicester, Labourer Burton on Trent Pet March 15 Ord March 15
JONES, BENJAMIN, West Bromwich, Poulterer West Bromwich Pet March 17 Ord March 17
JONES, HENRY, Pwllheli, Carnarvon, Coal Merchant Portmadoc Pet March 18 Ord March 18
MOUNSEY, GEORGE, Morecambe, Butcher Preston Pet March 17 Ord March 17
OWEN, JOHN, Penrhyndeudraeth, Merioneth, Farmer Festiniog Pet March 14 Ord March 14
PALLISER, JOHN WILLIAM, Bradford, Labourer Bradford Pet March 18 Pet March 19
PASS, JOSEPH JAMES, and and GLADSEY VERDI OWEN, Manchester, Steamship Owners Liverpool Pet Dec 9 Ord March 18
PATTERSON, JOHN, Benton, Northumberland. Builder Newcastle upon Tyne Pet March 17 Ord March 17
PETREE, MARSHALL, Sheffield, Civil Engineer Sheffield Pet March 18 Ord March 18
PYRAH, HENRY, Morecombe Preston Pet March 18 Ord March 18
RAWLINSON, ALFRED JOHN, New Broad st, Accountant High Court Pet Oct 1 Ord March 18
RIDGWAY, CHARLES, and HENRY RIDGWAY, Birmingham, Ironmongers Birmingham Pet March 13 Ord March 19
ROBERTS, ARTHUR WALTER, and RICHARD MORLEY TOMLINSON, Bramley, Leeds, Engine Packing Manufacturers Leeds Pet March 17 Ord March 17
SEATON, ALFRED CHARLES, Topstone rd, Earl's Court High Court Pet Jan 31 Ord March 19
SINGLETON, RICHARD, Cockerham, nr Lancaster, Farmer Preston Pet Feb 15 Ord March 19
STANDLEY, HENRY, Wealdstone, Smith St Albans Pet March 15 Ord March 15
THACKER, ARTHUR, Clanricarde gdns, Stock Dealer High Court Pet Dec 16 Ord March 19
TRUEMAN, HENRY, Stalybridge, Farmer Ashton under Lyne Pet Feb 17 Ord March 18
TURNER, GEORGE JAMES, Teddington, Builder Kingston Surrey Pet March 13 Ord March 18
VAUGHAN, LIONEL WILLIAM GEORGE, New North rd, Draper High Court Pet Feb 12 Ord March 18
WILLIAMS, EDITH ELIZABETH, Rhyl, Flints, Coachbuilder Bangor Pet March 18 Ord March 18
WILLIAMS, JAMES, Argoed, Mon, Collier Gloucester Pet March 19 Ord March 19

Amended notice substituted for that published in the London Gazette of March 7:

BYCROFT, SETH CAWTHORNE, Stickford, Lincs, Carpenter Boston Pet March 5 Ord March 5

London Gazette.—TUESDAY, March 25.

RECEIVING ORDERS.

ALCOCK, WALTER, Walsall, Confectioner Walsall Pet March 20 Ord March 20
ALLSOP, HENRY ARCHER Derby, Watchmaker Derby Pet March 20 Ord March 20
ANDERSON, JOHN HENRY, Middleham, Yorks, Coach Builder Northallerton Pet March 19 Ord March 19
ASHTON, JOHN BRIMACOMBE, Marazion, Cornwall, Licensed Victualler Truro Pet March 21 Ord March 21
BARROW, ALFRED, Yeovil, Grocer Yeovil Pet March 22 Ord March 22
BILL, JAMES HARPER, Wallheath, Staffs, Grocer Dudley Pet March 19 Ord March 19
BOOTH, JOHN WILLIAM, Leeds, Electric Car Driver Leeds Pet March 19 Ord March 19
BROWN, ALEXANDER, Blyth, Northumberland, Pilot Newcastle on Tyne Pet March 20 Ord March 20
CAPPER, ROBERT EDGAR, Redhill, Tailor Croydon Pet March 20 Ord March 20
CANNON, MARION, and LAURA BAILEY, Ramsgate High Court Pet March 20 Ord March 20
CLARKE, GEORGE WILLIAM, Oulton, nr Lowestoft, Baker Gt Yarmouth Pet March 22 Ord March 22
COLEMAN, PHILIP, Shanklin, I of W, Stationer Newport Pet March 20 Ord March 20
COOPER, HARRIET, Kidderminster, Confectioner Kidderminster Pet March 20 Ord March 20
DIXON, WILLIAM ELVIN, Builth Wells, Brecon, Plumber Newtown Pet March 20 Ord March 20
GERUSSI, ARIS, Belham, Jeweller's Agent Wandsworth Pet Feb 24 Ord March 21
HILL, FREDERICK BENJAMIN, Hardwick, Glos, Farmer Cheltenham Pet March 20 Ord March 20
HIRSCHBERG, G R, Gt St Helen's, Merchant High Court Pet March 4 Ord March 21
HISCOCK, MICHAEL WILLIAM, Trowbridge, Wilts, Blacksmith Bath Pet March 21 Ord March 21
HUDSON MERCY, Huddersfield, Confectioner Huddersfield Pet March 21 Ord March 21
INMAN, ISABELLA, Gilygate, York York Pet March 20 Ord March 20
KAHAN, SIMON, Whitechapel rd High Court Pet March 12 Ord March 21
KENNEY, WILLIAM LIONEL FITZGERALD, Stockton, Warwick Warwick Pet Feb 1 Ord March 22
LEWIS, JOHN, Purton, Wilts, Farmer Swindon Pet March 20 Ord March 20
MARSDEN, ARTHUR Bramley, Leeds, Plasterer Leeds Pet March 20 Ord March 20
MASON, CHARLES, Newhaven, Sussex, Outfitter Eastbourne Pet March 20 Ord March 20
MASON, THOMAS, Crewe, Photographer Crewe Pet March 21 Ord March 21
METCALF, WILLIAM Middlesborough, Draysalter Middlesborough Pet March 19 Ord March 19
MOULD, JOHN, Brixton hill, Builder Wandsworth Pet March 21 Ord March 21
MYERSON, ESTHER, Tonypandy, Glam, Furniture Dealer Pontypridd Pet Feb 13 Ord March 22
OWEN, HUGH, Llanfachraeth, Anglesey, Tailor Bangor Pet March 20 Ord March 20
PAGE, CHARLES JAMES, Urmston, Lancs, Furniture Dealer Salford Pet March 18 Ord March 18
PALMER, WILLIAM, Ratherby, Leicester, General Carter Leicester Pet March 21 Ord March 21
PARKER, WILLIAM HENRY, Leeds, Engineer Leeds Pet March 19 Ord March 19
PARTON, ALICK, Horsehay, Salop, Labourer in Mines Madeley Pet March 20 Ord March 20
POWLESLAND, JOHN, Bristol, Butcher Bristol Pet March 22 Ord March 22
REYNOLDS, JOHN, Newquay, Cornwall, Ironmonger Truro Pet March 20 Ord March 20
ROBINSON, CHARLES MORVILLE, Richmond rd, Bayswater, Schoolmaster Luton Pet March 22 Ord March 22
RUSSELL, JOHN, Cwmaman, nr Aberdare, Ripper Aberdare Pet March 20 Ord March 20
SANDERS, THOMAS, Chard, Somerset, Laundry Proprietor Rochester Pet March 20 Ord March 20
YELLIN, ANNE, Liverpool, Furniture Dealer Liverpool Pet Feb 20 Ord March 21

FIRST MEETINGS.

ANDREWS, WILLIAM, Metal Dealer April 4 at 11 174, Corporation st, Birmingham
ASKEW, WILLIAM, Worksop, Notts, Auctioneer April 3 at 12 Off Rec, Figtree ln, Sheffield
BARKER, JOSEPH EDWIN, Heckmondwike, Leather Lace Manufacturer April 8 at 4 Off Rec, Bank chmbrs, Batley
BELLAMY, HENRY, Sheffield, Bool Repairer April 8 at 10.30 Off Rec, Figtree ln, Sheffield
BEVANS, SAMUEL, Whitwick, Leicester, Carter April 3 at 3 Midland Hotel, Station st, Burton on Trent
BINGHAM, SAMUEL ROBERT, Matlock, Hay Dealer April 3 at 11 Off Rec, 47, Full st, Derby
BOOTH, JOHN WILLIAM, Burnley, Leeds, Electric Car Driver April 3 at 12 Off Rec, 22, Park row, Leeds
BROMLEY, FRED, Sheffield, Provision Dealer April 2 at 12 Off Rec, Figtree ln, Sheffield
BROWN, ALEXANDER, Blyth, Pilot April 2 at 11.30 Off Rec, 34, Mosley st, Newcastle on Tyne
BROWN, ELIZA Banbury, Oxon, Confectioner April 3 at 12 1, St Aldate's, Oxford
CALEY, EDWARD CONNELL, Burton Pidsea in Holderness, Agricultural Engineer April 4 at 11 Off Rec, Trinity House ln. Hull
CANNON MARION, and LAURA BAILEY, Ramsgate April 3 at 11 Bankruptcy bldgs, Carey st
CASEY, FREDERICK MURDOCK, Maidstone, Confectioner April 3 at 9.30 Off Rec, 68 Castle st, Canterbury
CHILDS, HORACE EDWARD, Petworth, Farmer April 3 at 1 Railway Hotel, Pulborough
COCKBILL, WILLIAM, Erdington, Warwick, Grocer April 3 at 11 174, Corporation st, Birmingham
COLLINS, CHARLES WILLIAM FIELD, Bootle, Picture Dealer April 9 at 12 Off Rec, 35, Victoria st, Liverpool
CRAVEN, HALLIDAY, and JIM CRAVEN, Baildon, Yorks, Joiners April 3 at 11 Off Rec. 22, Park row, Leeds
DIXON, WILLIAM ELVIN, Builth Wells, Brecon, Plumber April 3 at 11 1, High st, Newtown
DOVE, ALFRED, Heeley, Sheffield, Grocer April 2 at 12.30 Off Rec, Figtree ln, Sheffield
FRISBY, WILLIAM EDGAR, Gt Grimsby, Auctioneer April 8 at 10.30 Off Rec, 15, Osborne st, Gt Grimsby
FYSH, STANLEY, Wisbech, Isle of Ely, Cambridge, Farmer April 10 at 10.15 Court house, King's Lynn
GIBSON, THOMAS, Middleton in Teesdale, Durham, Farmer April 9 at 3 Off Rec, 8, Albert rd, Middlesborough
GOLD, OSIAH, Penygraig, Glam, Draper April 2 at 12 135, High st, Merthyr Tydfil
GREENWOOD, JAMES, Torpoint, Cornwall, Carpenter April 4 at 11 6, Athenæum ter, Plymouth
HAMLIN, HARRY, Lingfield, Surrey, Farmer April 4 at 1.45 Railway Hotel, East Grinstead
HARRISON, CHARLES SAMUEL, Leeds, Grocer's Assistant April 3 at 11 Off Rec, Trinity House ln, Hull
HUDSON, MERCY, Huddersfield, Confectioner April 4 at 11 Off Rec, 19, John William st, Huddersfield
HUDSON, THOMPSON, Kirkley, Lowestoft April 5 at 1 Off Rec, 8, King st, Norwich
ILLSLEY, JOHN THOMAS GILBERT, Blackfordby, Leicester, Labourer April 3 at 3.30 Midland Hotel, Station st, Burton on Trent
INMAN, ISABELLA, York, Teacher of Dancing April 3 at 1 Off Rec, The Red House, Duncombe pl, York

JOHNS, WILLIAM, Launceston, Cornwall, Miller April 8 at 10.30 6, Athenæum ter, Plymouth
JONES, PRICE, Tywyncynghordy, nr Brynmawr, Oaler April 1 at 3 135, High st, Merthyr Tydfil
JONES, WILLIAM ARTHUR, Camberwell, Surgeon April 8 at 12 Bankruptcy bldgs, Carey st
KENWARD, ALBERT EDWARD Forest hill, Commercial Traveller April 2 at 11.30 24, Railway app, London Bridge
LEOPARD, WILLIAM HARRY, Cheltenham, Greengrocer April 5 at 4 County Court bldgs, Cheltenham
LONGDEN, JOSEPH, Arkwright Town, nr Chesterfield, Colliery Engineman April 4 at 2.30 Angel Hotel, Chesterfield
MARSDEN, ARTHUR, Bramley, Leeds, Plasterer April 4 at 11 Off Rec 22, Park row, Leeds
MADDAFORD, WALTER, Okehampton, Devon, Labourer April 3 at 11 6, Athenæum terrace, Plymouth
METCALF, WILLIAM Middlesbrough, Drysalter April 4 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
OLIVER, WILLIAM JOHN, Stoke, Devonport, Builder April 2 at 11 6, Athenæum terrace, Plymouth
PALLISER, JOHN WILLIAM, Bradford, Labourer April 3 at 11 Off Rec, 31, Manor row, Bradford
PARKER, WILLIAM HENRY, Leeds, Engineer April 3 at 12.30 Off Rec, 22, Park row, Leeds
PARTON, ALICK, Horsehay, Salop, Labourer in Mines April 2 at 1 County Court Office, Madeley
PEGG, WILLIAM HENRY, Cheltenham, Tailor April 5 at 3.15 County Court bldgs Cheltenham
PETREE, MARSHALL, Sheffield, Civil Engineer April 3 at 11 Off Rec, Figtree ln, Sheffield
RANDALL, HERBERT WILLIAM, Walsall, Baker April 3 at 3 Off Rec, Wolverhampton
RIDGWAY, CHARLES, and HENRY RIDGWAY, Birmingham, Ironmongers April 4 at 12 174, Corporation st, Birmingham
ROBERTS, ARTHUR WALTER, and RICHARD MORLEY TOMLINSON, Bramley, Leeds, Engine Packing Manufacturers April 3 at 11.30 Off Rec, 22, Park row, Leeds
ROBSON, JOHN, Darlington April 9 at 3 Off Rec, 8, Albert rd, Middlesbrough
SANDERS, THOMAS, Chard, Somerset, Laundry Proprietor April 7 at 11 115, High st, Rochester
SHEPPARD, WILLIAM BRAIN, Newport, Mon, Fishmonger April 3 at 12.30 Off Rec, Westgate chmbrs, Newport, Mon
SNOWDEN, FRED, Gt Grimsby, Saw Maker April 3 at 10.45 Off Rec, 15, Osborne st, Gt Grimsby
THOMAS, OLIVER CROMWELL, Mirfield, Yorks, Wood Turner April 3 at 3 Off Rec, Bank chmbrs, Batley
TRUEMAN, CLEMENT ROBERT, Glynneath, Glam, Engineer April 3 at 12 Off Rec, 31, Alexandra rd, Swansea
TURNER, GEORGE JAMES, Teddington, Builder April 3 at 11.30 24, Railway app, London Bridge
VINCENT, FREDERICK, Sheffield, Builder April 2 at 1 Off Rec, Figtree ln, Sheffield
WATHES, CHARLES, Sparkhill, Worcester, Butcher's Manager April 7 at 11 174, Corporation st, Birmingham
WESTBROOK, MARTHA ANNE, Gt Yarmouth, Baker April 5 at 12.30 Off Rec, 8, King st, Norwich
WHEELER, ANNIE, Openshaw, Manchester, Baker April 4 at 3 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

ALCOCK, WALTER, Walsall, Confectioner Walsall Pet March 20 Ord March 20
ALLSOP, HENRY ARCHER, Derby, Watchmaker Derby Pet March 20 Ord March 20
ANDERSON, CHARLES, Hebburn, Durham, Boot Maker Newcastle on Tyne Pet March 19 Ord March 19
ANDERSON, JOHN HENRY, Middleham, Yorks, Coachbuilder Northallerton Pet March 19 Ord March 19
ASH, THOMAS JOHN, Fulham pl, Harrow rd Cab Proprietor High Court Pet Feb 28 Ord March 22
ASHTON, JOHN BRIMACOMBE, Marazion, Cornwall, Licensed Victualler Truro Pet March 21 Ord March 21
ATTKINS, JAMES, Cave rd, Barking road, Fish Merchant High Court Pet Feb 27 Ord March 22
AYRES, JOHN, Bedminster, Bristol, Wheelwright Bristol Pet March 13 Ord March 20
BARROW, ALFRED, Yeovil, Grocer Yeovil Pet March 22 Ord March 22
BENTHAM, HARRY, Streatham Hill, Contractor Wandsworth Pet March 17 Ord March 21
BILL, JAMES HARPER, Wallheath, Staffs, Grocer Dudley Pet March 19 Ord March 19
BOOTH, JOHN WILLIAM, Burley, Leeds, Electric Car Driver Leeds Pet March 19 Ord March 19
BROWN, ALEXANDER, Blyth, Northumberland, Pilot Newcastle on Tyne Pet March 20 Ord March 21
BROWNING, GEORGE, Marylebone rd High Court Pet Feb 10 Ord March 22
CANNON, MARION, and LAURA BAILEY, Ramsgate High Court Pet March 20 Ord March 20
COLEMAN, PHILIP, Shankiln, Stationer Newport Pet March 20 Ord March 20
HAMMOND, SYDNEY HARRY, Regent pl, Regent st, Dealer in Russian Comestibles High Court Pet March 12 Ord March 20
HILL, FREDERICK BENJAMIN, Hardwick, Glos, Farmer Cheltenham Pet March 20 Ord March 20
HISCOCK, MICHAEL WILLIAM, Trowbridge, Wilts, Blacksmith Bath Pet March 21 Ord March 21
HUDSON, MERCY, Huddersfield, Confectioner Huddersfield Pet March 21 Ord March 21
INMAN, ISABELLA, York, Teacher of Dancing York Pet March 20 Ord March 20
LEWIS, JOHN Purton, Wilts, Farmer Swindon Pet March 20 Ord March 20
MARSDEN, ARTHUR, Bramley, Leeds, Plasterer Leeds Pet March 20 Ord March 20
MASON, THOMAS, Crewe, Photographer Nantwich and Crewe Pet March 21 Ord March 21
MELLAND-SMITH, JOSEPH, Norbury Park, Surrey, Civil Engineer Croydon Pet Feb 17 Ord March 18
METCALF, WILLIAM, Middlesbrough, Yorks, Drysalter Middlesbrough Pet March 11 Ord March 19
MOULD, JOHN, Brixton hill, Builder Wandsworth Pet Pet March 21 Ord March 21
OWEN, HUGH, Llanfechraeth, Anglesey, Tailor Bangor Pet March 20 Ord March 20
PAGE, CHARLES JAMES, Urmston, Furniture Dealer Salford Pet March 18 Ord March 22
PALMER, WILLIAM, Enderby, Leicester, General Carter Leicester Pet March 21 Ord March 21
PARKER, WILLIAM HENRY, Leeds, Engineer Leeds Pet March 19 Ord March 19
PARTON, ALICK, Horsehay, Salop, Labourer in Mines Madeley Pet March 20 Ord March 20
PERRY, WILLIAM AYLETT, Brighton, Professor of Music Brighton Pet March 5 Ord March 20
POLAND, ARTHUR, Bishopsgate st, Timber Merchant High Court Pet Jan 15 Ord March 19
PRICE, JOHN HENRY, Cray, Brecknock, Farmer Merthyr Tydfil Pet March 15 Ord March 20
RANDALL, HERBERT WILLIAM, Walsall, Baker Walsall Pet March 6 Ord March 20
REYNOLDS, JOHN, Newquay, Cornwall, Ironmonger Truro Pet March 20 Ord March 20
ROBINSON, CHARLES MORVILLE, Bayswater, Schoolmaster Luton Pet March 22 Ord March 22
RUSSELL, JOHN, Cwmaman, nr Aberdare, Ripper Aberdare Pet March 20 Ord March 20
RUTHERFORD, CUTHBERT, South Shields, Doctor Newcastle on Tyne Pet March 7 Ord March 21
SANDERS, THOMAS, Chard, Somerset, Laundry Proprietor Rochester Pet March 20 Ord March 20
SHOVE, LEWIS FREDERICK, Clifton, Bristol, Architect Bristol Pet June 11 Ord March 22
SPRINZ, NATHANIEL, Bishopsgate st, Timber Merchant High Court Pet Jan 15 Ord March 15
STILES, HENRY GEORGE, Reigate, Dairyman Croydon Pet March 13 Ord March 18
WESTLEY, ARTHUR, Dudley, Brassfounder Dudley Pet Feb 20 Ord March 22

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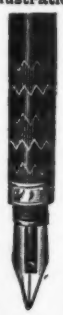

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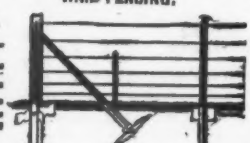

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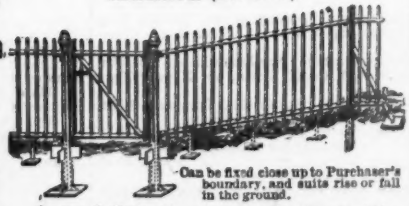

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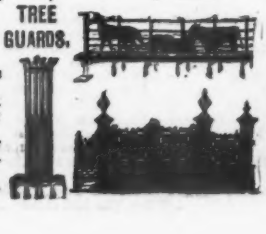

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